



## 2008 DUTCH PROSPECTUS

BUMPER I B.V.

DATED 26 September 2008

*(incorporated with limited liability in The Netherlands with its statutory seat in Amsterdam)*

### **Bumper €2,000,000,000 Vehicle (Lease) Backed Note Programme**

**€176,000,000 Class A Floating Rate AAA Further Notes due 2018**

**€29,625,000 Class B Floating Rate AA Further Notes due 2018**

**€44,375,000 Class C Floating Rate unrated Further Notes due 2018**

**€4,875,000 Class D Floating Rate unrated Further Notes due 2018**

On 14 December 2006 the Bumper €2,000,000,000 Vehicle (Lease) Backed Note Programme (the "**Programme**") was set up, under which Bumper I B.V. (the "**Issuer**") may from time to time issue notes. The Programme is described in a programme prospectus dated 12 September 2008, constituting the Issuer's registration document pursuant to article 5 of the Prospectus Directive (as defined below) (the "**Programme Prospectus**"). This 2008 Dutch Prospectus should be read in conjunction with the Programme Prospectus and constitutes the Issuer's securities note pursuant to article 5 of the Prospectus Directive (as defined below).

#### **The Initial Notes**

On 15 December 2006 (the "**Initial Closing Date**"), the Issuer issued the €944,500,000 Class A Floating Rate AAA Notes due 2018 (the "**Class A Initial Notes**"), the €27,000,000 Class B Floating Rate AA Notes due 2018 (the "**Class B Initial Notes**"), the €28,500,000 Class C Floating Rate unrated Notes due 2018 (the "**Class C Initial Notes**") and the €9,500,000 Class D Floating Rate unrated Notes due 2018 (the "**Class D Initial Notes**" and, together with the Class A Initial Notes, the Class B Initial Notes and the Class C Initial Notes, the "**Initial Notes**").

#### **The Further Notes**

On or about 26 September 2008 (or such other date as the Issuer and the Notes Purchaser agree (the "**Closing Date**"), the Issuer will issue the €176,000,000 2008 Class A Floating Rate AAA Further Notes due 2018 to be consolidated with and form a single series with the Class A Initial Notes (the "**Class A Further Notes**"), the €29,625,000 2008 Class B Floating Rate AA Further Notes due 2018 to be consolidated with and form a single series with Class B Initial Notes (the "**Class B Further Notes**"), the €44,375,000 2008 Class C Floating Rate unrated Further Notes due 2018 to be consolidated with and form a single series with the Class C Initial Notes (the "**Class C Further Notes**") and the €4,875,000 2008 Class D Floating Rate unrated Further Notes due 2018 to be consolidated with and form a single series with the Class D Initial Notes (the "**Class D Further Notes**" and, together with the Class A Notes, the Class B Notes and the Class C Notes, the "**Further Notes**", and the Further Notes together with the Initial Notes, the "**Notes**").

#### **Source of Payment**

The ultimate source of funds for the payment of principal and interest on the Further Notes by the Issuer, will be the right of LeasePlan Securitatie B.V. (the "**Purchaser**") to receive (i) lease collections from a portfolio of vehicle lease agreements between corporate lessees in The Netherlands and LeasePlan Nederland N.V. ("**LPNL**") and (ii) vehicle realisation proceeds from the associated vehicles.

#### **Application to the Irish Financial Services Regulatory Authority and the Irish Stock Exchange**

This 2008 Dutch Prospectus has been approved by the Irish Financial Services Regulatory Authority (the "**Irish Financial Services Regulatory Authority**" or "**Financial Regulator**"), as competent authority under the Prospectus Directive 2003/71/EC (the "**Prospectus Directive**"). The Irish Financial Services Regulatory Authority only approves this 2008 Dutch Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive 2003/71/EC. Such approval relates only to the Further Notes which are to be admitted to trading on the regulated market of the Stock Exchange or other regulated markets for the purpose of Directive 2004/39/EC or which are to be offered to the public in any Member State of the European Economic Area. Together with the Programme Prospectus this 2008 Dutch Prospectus constitutes a "Prospectus" for the purposes of the Prospectus (Directive 2003/71/EC) Regulations 2005 (the "**Prospectus Regulations**") (which implement the Prospectus Directive in Ireland).

Application has been made to the Irish Stock Exchange Limited (the "**Stock Exchange**") for the Further Notes to be admitted to the official list of the Irish Stock Exchange (the "**Official List**") and trading on its regulated market.

#### **Obligations of Issuer Only**

The Further Notes will be obligations of the Issuer only and will not be obligations or responsibilities of, or guaranteed by, any of the other parties to the transactions described in this 2008 Dutch Prospectus and any suggestion otherwise, express or implied, is expressly excluded.

#### **Ratings**

The Class A Further Notes are expected upon issue to be rated AAA by Fitch Ratings Limited ("**Fitch**"). The Class B Further Notes are expected upon issue to be rated AA by Fitch. The Class C Further Notes and the Class D Further Notes are expected upon issue to be unrated. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by Fitch.

#### **Form of Further Notes**

The Further Notes of each class will each initially be represented on issue by a temporary global note in bearer form (each, a "**Temporary Global Note**") in classic (i.e. not new global note) form without interest coupons attached which will be deposited on or about the Closing Date with the *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("**Euroclear Netherlands**"). Each such Temporary Global Note will be exchangeable not earlier than 40 days but no later than 90 days after the later of the Closing Date and the commencement of the offering of the Further Notes upon certification of non-U.S. beneficial ownership for interests in a permanent global note in bearer form without coupons or talons (each, a "**Permanent Global Note**") in classic form representing the same class of Further Notes. Ownership interests in the Temporary Global Notes and the Permanent Global Notes will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear Netherlands and its participants. Interests in the Permanent Global Notes will be exchangeable for Definitive Notes in bearer form only in certain limited circumstances as set forth therein.

The Further Notes have not been and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold in the United States absent registration under or an exemption from the registration requirements of, the Securities Act.

#### **Risk Factors**

A discussion of certain factors, which should be considered by prospective Further Noteholders in connection with an investment in the Further Notes, is set out in Section B (*Risk Factors*) of this 2008 Dutch Prospectus and Section A (*Programme Risk Factors*) of the Programme Prospectus.

This 2008 Dutch Prospectus has been prepared pursuant to Article 12.1 of the Prospectus Directive and will be published in electronic form on the website of LeasePlan Corporation N.V. ("**LPCorp**") being [www.leaseplancorp.com](http://www.leaseplancorp.com) on the date hereof.

To the extent that there is any inconsistency between (a) any statement in this 2008 Dutch Prospectus and (b) any statement in the Programme Prospectus, the statements in this 2008 Dutch Prospectus will prevail.

Arranger  
LeasePlan Corporation N.V.

### **Responsibility Statements**

The Issuer accepts responsibility for the information contained in this 2008 Dutch Prospectus other than as set out in the next paragraph. To the best of the knowledge and belief of the Issuer which has taken all reasonable care to ensure that such is the case such information contained in this 2008 Dutch Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The information relating to the Purchased Vehicles, the Leases and LPNL, which is set out in Sections B (*Risk Factors*), 4.7 (*Purchased Vehicles*), 4.8 (*Origination and Underwriting*), 4.9 (*Collection of Lease Receivables by LPNL*), 4.10 (*Overview of the Dutch Vehicle Lease Market*) and Section 4.11 (*LPNL*) of this 2008 Dutch Prospectus, have been accurately reproduced from information made available by LPNL. To the best of the Issuer's knowledge and belief (having taken all reasonable care to ensure that such is the case) the information, provided by LPNL contained in this Prospectus is in accordance with the facts and does not omit anything which would render the reproduced information inaccurate or misleading.

The Issuer has confirmed to the Notes Purchaser in respect of those Sections in the Programme Prospectus and the 2008 Dutch Prospectus for which the Issuer accepts responsibility in the Programme or this 2008 Dutch Prospectus, respectively, that: (i) the statements contained in such Sections are, in the context of the Programme and the issue and offering of Further Notes thereunder, in every material aspect true and accurate and not misleading, (ii) there are no other facts in relation to such statements the omission of which would, in the context of the Programme and the issue and offering of Further Notes thereunder, make any such statement misleading and (iii) all reasonable enquiries have been made by it to ascertain such facts and to verify the accuracy of all such statements.

### **Representations about the Further Notes**

No person has been authorised to give any information or to make any representations, other than those contained in this 2008 Dutch Prospectus, in connection with the issue and sale of the Further Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer or LPNL. Neither the delivery of this 2008 Dutch Prospectus nor any sale of any Further Notes shall, under any circumstances, create any implication that the information contained in this 2008 Dutch Prospectus is correct as of any time subsequent to the date hereof.

### **Financial condition of the Issuer**

Neither the delivery of this 2008 Dutch Prospectus nor the offer, sale or delivery of any Further Note shall in any circumstances create any implication that there has not been any adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer since the date of this 2008 Dutch Prospectus.

Each Investor contemplating purchasing any Further Notes, should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and should review, among other things, the most recent financial statements of the Issuer when deciding whether or not to purchase any Further Notes.

## **Selling Restrictions Summary**

Other than the approval by the Financial Regulator of this 2008 Dutch Prospectus as a securities note in accordance with the Prospectus Directive no action has been or will be taken to permit a public offering of the Further Notes or the distribution of this 2008 Dutch Prospectus in any jurisdiction.

This 2008 Dutch Prospectus does not constitute an offer or recommendation of, or an invitation to subscribe for or purchase any Further Notes.

The distribution of this 2008 Dutch Prospectus and the offering, sale and delivery of the Further Notes in certain jurisdictions may be restricted by law. Persons into whose possession this 2008 Dutch Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of the Further Notes and on distribution of this 2008 Dutch Prospectus and other offering material relating to the Further Notes, see Section 1.5 (*Subscription and Sale*) of this 2008 Dutch Prospectus.

In particular, the Further Notes have not been, and will not be, registered under the Securities Act and are subject to United States tax law requirements. The Further Notes are being offered outside the United States by the Issuer in accordance with Regulation S under the Securities Act, and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

## **Withholding Tax Summary**

Payments of interest, principal and premium (if any) in respect of the Further Notes will be made subject to any applicable withholding taxes and neither of the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts as a consequence thereof. See Section 1.4 (*Taxation In The Netherlands*) of this 2008 Dutch Prospectus.

## **Interpretation**

Unless otherwise indicated in this 2008 Dutch Prospectus or the context otherwise requires, capitalised terms used in this 2008 Dutch Prospectus have the meanings ascribed to them in the Master Definitions Schedule set out in Schedule 1 which has been taken from to the 2006 Incorporated Terms Memorandum.

The principles of interpretation and construction set out in clause 2 (*Principles of Interpretation and Construction*) of Schedule 1 (*Definitions Schedule*) shall apply to this 2008 Dutch Prospectus.

## **Foreign Language**

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language language in order that the correct technical meaning may be ascribed to them under applicable law.

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## A. SUMMARY

*This summary must be read as an introduction to this 2008 Dutch Prospectus and does not purport to be complete and is taken from, and is qualified in all respects by, the remainder of this 2008 Dutch Prospectus and, in relation to the terms and conditions of any particular Transaction Document, the applicable Transaction Document.*

*Any decision to invest in the Further Notes should be based on a consideration of the 2008 Dutch Prospectus as a whole, including any amendment and supplement hereto. Following the implementation of the relevant provisions of the Prospectus Directive in each relevant Member State of the European Economic Area, no civil liability attaches to the Issuer solely on the basis of the summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this 2008 Dutch Prospectus. Where a claim relating to the information contained in this 2008 Dutch Prospectus is brought before a court in a Member State, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the 2008 Dutch Prospectus before the legal proceedings are initiated. Civil liability attaches to those persons who have tabled the summary including any translation thereof, and applied for its notification, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the 2008 Dutch Prospectus.*

### A.1. NOTES

- Issuer:** Bumper I B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 34261641.
- Programme Description:** Please refer to the Programme Prospectus.
- Issue of Initial Notes** On 15 December 2006 the Issuer issued the Initial Notes. The Initial Notes and certain Transaction Documents entered into in connection therewith will on or prior to the Closing Date be amended in connection with the issue of the Further Notes.
- Issue of Further Notes** The Further Notes will be issued on the Closing Date pursuant to the Trust Deed. The terms and conditions of the Further Notes will be in the same form as the terms and conditions in respect of the Initial Notes except that the terms and conditions of the Further Notes will provide for a different first Notes Payment Date.
- In connection with the issue of the Further Notes, the Issuer will on or around the Closing Date enter into certain further Transaction Documents in addition to those Transaction

Documents entered into in relation to the Initial Notes, some of which will be amended on or before the Closing Date pursuant to the Master Amendment Agreement.

**Distribution:** The Further Notes may be distributed outside the United States to persons other than U.S. persons (as such terms are defined in Regulation S under the Securities Act) by way of private or public placement and in each case on a syndicated or non-syndicated basis.

**Selling Restrictions:** There are selling restrictions in relation to the United States, the United Kingdom, The Netherlands, Ireland and the EEA and such other restrictions as may apply in connection with the offering and sale of the Further Notes. See Section 1.5 (*Subscription and Sale*) of this 2008 Dutch Prospectus.

**Currency:** The Further Notes will be denominated in euros.

**Maturity:** The Further Notes will mature on the Notes Final Maturity Date.

**Issue Price:** The Further Notes will be issued at 100 per cent. of their initial principal amount.

**Status and Ranking:** The Notes in each class will rank without preference or priority *pari passu* amongst themselves. The Notes shall have the benefit of the Issuer Security which has been granted to the Issuer Trustee as security for the Issuer Secured Obligations owed to the Issuer Trustee (including the Issuer Parallel Debt).

The Notes represent the right to receive interest and principal payments from the Issuer in accordance with the Conditions and the Issuer Trust Deed.

All payments of interest due on the Class A Notes will rank in priority to payments of interest due on the Class B Notes, and all payments of interest due on the Class B Notes will rank in priority to payments of interest due on the Class C Notes and all payments of interest due on the Class C Notes will rank in priority to payments of interest due on the Class D Notes.

All payments of principal due on the Class A Notes will rank in priority to payments of principal due on the Class B Notes, all payments of principal due on the Class B Notes will rank in priority to payments of principal due on the Class C Notes and all payments of principal due on the Class B Notes will rank in priority to payments of principal due on the Class D Notes.

**Note Rate:** The Further Notes will represent entitlements to payment of interest in respect of successive Note Calculation Periods from

the Closing Date at the Note Rate. The Note Rate in respect of each class of Notes is equal to the following percentages above the Reference Rate:

Class A Notes	-	0.15% per annum;
Class B Notes	-	0.25% per annum;
Class C Notes	-	0.40% per annum; and
Class D Notes	-	0.75% per annum.

For a description of the Reference Rate, please refer to its definition in Schedule 1 (*Master Definitions Schedule*) to this 2008 Dutch Prospectus.

**Interest:**

Interest on each Note is payable in euro at the Note Rate on the Principal Amount Outstanding under each Note. The Notes bear interest in respect of Notes Calculation Periods, payable quarterly in arrear on each Notes Payment Date.

Interest payments shall be made on Notes Payment Dates only to the extent the Issuer has funds available for the purpose and in accordance with the relevant Issuer Priority of Payments. Payments of interest on the Notes derive only from amounts of Issuer Available Income received by the Issuer during the related Notes Calculation Period. For a description of the Issuer Available Income, please refer to Schedule 1 (*Master Definitions Schedule*) to this 2008 Dutch Prospectus.

**Taxation:**

If any Tax Deduction is required to be made by the Issuer in respect of any payment in respect of the Notes, Receipts, or Coupons or Talons, neither the Issuer, the Issuer Trustee, nor the Paying Agents will be required to make any additional payments to the holders of such Notes, Receipts, Coupons or Talons in respect of such Tax Deduction.

**Form and denomination:**

The Further Notes will be issued in bearer form in the denominations of €100,000.

Each class of Further Notes will initially be represented by a Temporary Global Note without interest coupons. Each Temporary Global Note will be in classic global note form and will be deposited on or around the Closing Date with Euroclear Netherlands.

Each Temporary Global Note will be exchangeable, in whole or in part, for interests in a Permanent Global Note relating to the same class, without interest coupons or talons, not earlier than 40 days after the Closing Date upon certification as to

non-U.S. beneficial ownership. Interest payments in respect of the Further Notes cannot be collected until such certification of non-U.S. beneficial ownership has been received by the Principal Paying Agent.

A Permanent Global Note is exchangeable for Definitive Notes only upon the occurrence of an Exchange Event, all as described in Section 1.1 (*Form of Notes*) of this 2008 Dutch Prospectus. Any interest in a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear Netherlands.

**Consolidation:**

On the Note Payment Date falling in October 2008, the Class A Further Notes will be consolidated with and form a single series with the Class A Initial Notes, the Class B Further Notes will be consolidated with and form a single series with Class B Initial Notes, the Class C Further Notes will be consolidated with and form a single series with the Class C Initial Notes and the Class D Further Notes will be consolidated with and form a single series with the Class D Initial Notes.

**Limited Recourse and Non-Petition:**

For a description of the limited recourse and non-petition provisions, please refer to Conditions 10 (*Limited Recourse*) and 15 (*No action by Noteholders, Couponholders or any other Issuer Secured Creditors*) respectively.

**Final Redemption:**

Unless the Notes have previously been purchased and cancelled or redeemed in full as described in Condition 9 (*Final Redemption, Mandatory Redemption in part, Optional Redemption, Purchase and Cancellation*), the Notes will be redeemed by the Issuer on the Notes Final Maturity Date at their then Principal Amount Outstanding.

**Mandatory Redemption in Part:**

Each class of Notes will be subject to mandatory redemption in part on each Notes Payment Date on which there are Issuer Available Redemption Funds, in an amount equal to the Note Principal Payment in respect of such class of Notes as determined on the related Notes Calculation Date. No amounts will be applied in redemption of the Class B Notes, the Class C Notes or the Class D Notes to the extent that there is then any provision in the sub-ledger of the Principal Deficiency Ledger applicable to such class of Notes.

The Issuer will cause the Issuer Administrator to determine, on (or as soon as practicable after) each Notes Calculation Date: (i) the aggregate of any Note Principal Payments due in relation to each class on the immediately succeeding Notes Payment Date and (ii) the Principal Amount Outstanding of

each class.

**Optional Redemption in Whole:** The Issuer may redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding on any Notes Payment Date:

- when, on the related Notes Calculation Date, the aggregate Principal Amount Outstanding of the outstanding Notes is less than 15% of the Principal Amount Outstanding at the Closing Date of all of the Notes; or
- falling on or after the second anniversary of the Initial Closing Date;

subject to further provisions set out in Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*).

**Optional Redemption in Whole for Taxation Reasons:** The Issuer may redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding on any Notes Payment Date:

- after the date on which the Issuer is to make any payment in respect of the Notes or the Interest Rate Swap Counterparty is to make any payment in respect of the Interest Rate Swap Agreement and either the Issuer or the Interest Rate Swap Counterparty, as the case may be, would be required to make a Tax Deduction in respect of such relevant payment;
- after the date on which the Issuer would, by virtue of a change in the Tax law of The Netherlands (or the application or official interpretation of such Tax law), not be entitled to relief for the purposes of such Tax law for any material amount which it is obliged to pay, or is treated as receiving for the purposes of such Tax law under the Relevant Transaction Documents; or
- after the date of a change in the Tax law of The Netherlands (or the application or official interpretation of such Tax law) which would cause the total amount payable in respect of interest in relation to the Issuer Loan to cease to be receivable by the Issuer, as the case may be, including as a result of the Purchaser, being obliged to make a Tax Deduction in respect of any payment in relation to

the Issuer Loan.

In order to effect such a redemption the Issuer must have given not more than 60 nor less than 30 days' notice to the Issuer Trustee and the Noteholders in accordance with the Notices Condition. Condition 9.7 (*Optional Redemption - Tax Call*) also requires that prior to the publication of any such notice of redemption, the Issuer shall deliver to the Issuer Trustee:

- a legal opinion (in form and substance satisfactory to the Issuer Trustee) from a firm of lawyers in The Netherlands (approved in writing by the Issuer Trustee), opining on the relevant change in Tax law;
- a certificate signed by all managing directors of the Issuer to the effect that the obligation to make a Tax Deduction cannot be avoided; and
- a certificate signed by all managing directors of the Issuer to the effect that the Issuer will have the funds on the Notes Payment Date, not subject to the interest of any other person, required to redeem the Notes pursuant to this Condition and meet its payment obligations of a higher priority under the Issuer Income Priority of Payments and the Issuer Redemption Priority of Payments.

**Ratings:**

The Further Notes are expected on issue to be assigned the following ratings by Fitch:

Class A Further Notes	-	AAA
Class B Further Notes	-	AA
Class C Further Notes	-	unrated
Class D Further Notes	-	unrated

**Listing:**

Application has been made to the Stock Exchange for the Further Notes to be admitted to trading and listed on the official list of the Stock Exchange.

**Clearing:**

Euroclear Netherlands.

**Governing Law:**

The Further Notes will be governed by, and construed in accordance with, Dutch law.

**A.2. OTHER ASPECTS OF ISSUER FUNDING**

<b>Liquidity Facility:</b>	The Issuer has entered into the Liquidity Facility Agreement for the purpose of funding any Liquidity Shortfall. The Liquidity Facility is a 364 day facility. The Issuer may make LF Revolving Drawings on any Notes Payment Date and Liquidity Stand-by Drawings in certain limited circumstances. On any Notes Payment Date, the Issuer may utilise amounts standing to the credit of the Liquidity Standby Ledger as a result of a Liquidity Stand-by Drawing, to compensate any Liquidity Shortfall.
<b>Interest Rate Swap:</b>	Variances are possible in respect of the rates of interest payable (i) by the Lessees to the Purchaser on Interest Receivables under the Leases and hence on the Issuer Loan Interest Amounts payable by the Purchaser to the Issuer and (ii) by the Issuer on the Notes. Payments of interest due by the Issuer on the Notes are calculated on the basis of the Reference Rate plus a margin. The Issuer has provided a hedge against these variances by entering into the Interest Rate Swap Agreement. The Interest Rate Swap Agreement is expressed to be governed by English law.
<b>Issuer Security:</b>	The Issuer Secured Obligations (including the Issuer Parallel Debt) owed by the Issuer to the Issuer Trustee are secured by a pledge of the Issuer Secured Property to the Issuer Trustee. Recourse by the Noteholders and the Relevant Transaction Parties against the Issuer will be limited to the Issuer Secured Property. Only the Issuer Trustee is entitled to enforce the Issuer Security, to take proceedings against the Issuer or to take steps for the purpose of obtaining payment of any amount due from the Issuer to the Noteholders or the Relevant Transaction Parties.
<b>Issuer Ledgers:</b>	The Issuer (or the Issuer Administrator on its behalf) will maintain and administer an Issuer Account with the following Issuer Ledgers: the Issuer Transaction Ledger, the Liquidity Standby Ledger and the Excess Spread Ledger. The Issuer (or the Issuer Administrator on its behalf) will maintain and administer Principal Deficiency Ledgers.
<b>Issuer Priorities of Payments:</b>	Any payments by the Issuer will be made subject to, and in accordance with, the relevant Issuer Priority of Payments.
<b>Principal Transaction Documents:</b>	Liquidity Facility Agreement, Interest Rate Swap Agreement, Issuer Trust Deed, Issuer Administration Agreement, Issuer Account Agreement, Issuer Security Documents. The Issuer Trust Deed, the Interest Rate Swap Agreement and the Liquidity Facility Agreement will be amended in connection with the issue of the Further Notes on or prior to the Closing

Date.

### **A.3. PURCHASER FUNDING**

#### **Issuer Loan:**

On the Initial Closing Date, Issuer made to the Purchaser the Initial Issuer Loan for an amount equal to €1,000,000,000.

On the Closing Date, Issuer will make to the Purchaser the Further Issuer Loan for an amount equal to €250,000,000, which will be consolidated with the Initial Issuer Loan and treated as a single Issuer Loan on the Closing Date. The Issuer Loan as so consolidated is for an amount smaller than the Net Vehicles Balance as of the Cut-Off Date falling in August 2008.

The proceeds of the Further Issuer Loan will be applied to finance a portion of the Defeasance Assumption Amounts to be paid by the Purchaser to the Defeaser under the Defeasance Covenant on the Closing Date.

#### **LPNL Facility:**

On the Initial Closing Date, LPNL made the Initial LPNL Advance in an amount equal to (i) the Gross Vehicles Balance at the Portfolio Cut-Off Date minus (ii) the amount of the Issuer Loan made on the Initial Closing Date.

The proceeds of the Initial LPNL Advance were applied to finance payment of the Defeasance Assumption Amounts to be paid by the Purchaser to the Defeaser under the Defeasance Covenant on the Initial Closing Date, to the extent not financed by the Initial Issuer Loan.

Since the Initial Closing Date, further LPNL Advances were and may be made in certain circumstances set out in more detail in Section 3.2 (*LPNL Facility*) of this 2008 Dutch Prospectus.

#### **Revolving Period:**

During the Revolving Period, the Purchaser Available Redemption Funds (and thus the Issuer Loan Amortisation Amount and the LPNL Facility Amortisation Amount) do not include, among other things, Principal Collections, Vehicle Realisation Proceeds, repurchase prices received pursuant to the Master Hire Purchase Agreement and amounts actually collected (whether from LPNL or the Guarantor) in respect of Residual Value Shortfalls or Incidental Debts, which are credited to the Vehicle Acquisition Ledger.

Following termination of the Revolving Period, among other things, the balance standing to the credit of the Net Shortfall Ledger, Principal Collections, Vehicle Realisation Proceeds, repurchase prices received pursuant to the Master Hire

Purchase Agreement, any amounts actually collected (whether from LPNL or the Guarantor) in respect of Residual Value Shortfalls or Incidental Debts and the amount standing to the credit of the Vehicle Acquisition Ledger are added to the Purchaser Available Redemption Funds.

**Purchaser Security:**

The Purchaser Secured Obligations (including the Purchaser Parallel Debt) owed by the Purchaser to the Purchaser Trustee are secured by a pledge of the Purchaser Secured Property to the Purchaser Trustee. Recourse by the Relevant Transaction Parties against the Purchaser will be limited to the Purchaser Secured Property. Only the Purchaser Trustee is entitled to enforce the Purchaser Security, to take proceedings against the Purchaser or to take steps for the purpose of obtaining payment of any amount due from the Purchaser to the Relevant Transaction Parties.

**Purchaser Ledgers:**

The Purchaser (or the Purchaser Administrator on its behalf) maintains and administers the Purchaser Account with the following Purchaser Ledgers: the Purchaser Transaction Ledger, the Vehicle Acquisition Ledger, the Maintenance Ledger, the Net Shortfall Ledger, the Guarantee Ledger and the Deposit Ledger.

**Purchaser Priorities of Payments**

Any payments by the Purchaser will be made subject to, and in accordance with, the relevant Purchaser Priority of Payments.

**Principal Transaction Documents:**

Issuer Loan Agreement, LPNL Facility Agreement, Purchaser Trust Deed, Purchaser Administration Agreement, Purchaser Account Agreement, Purchaser Security Documents. The Issuer Loan Agreement will be amended in connection with the issue of the Further Notes on or prior to the Closing Date.

**A.4. PURCHASED VEHICLES TRANSFER**

**Hire Purchase Agreements:**

Pursuant to the Master Hire Purchase Agreement, the Purchaser hire purchases Vehicles from LPNL from time to time. It hire purchased the Initial Vehicles on the Initial Closing Date and will hire purchase Further Vehicles on any Purchaser Payment Date from time to time, including on the Closing Date.

Delivery (*levering*) occurs by LPNL providing the control (*macht*) of each such Purchased Vehicle to the Purchaser on the associated Purchase Date. Until notification of any Hire Purchase Agreement, the Purchaser's control of each Purchased Vehicle will be indirect (*middelijk*). In other words, until the Hire Purchase Agreement is notified, LPNL will hold the relevant Purchased Vehicle for the Purchaser indirectly,

that is through the relevant Lessee, which continues to hold the relevant Purchased Vehicle for LPNL.

The Purchase Price for each Purchased Vehicle will equal the sum of, as at the relevant Purchase Date, (a) the Book Value of the relevant Purchased Vehicle and (b) the sum of all future Interest Receivables under the associated Lease. Each Purchase Price will be paid in one or more Regular Purchase Instalments and one Final Purchase Instalment.

Each Regular Purchase Instalment for a Purchased Vehicle for a Vehicle Calculation Period will equal the sum of the Interest Receivable and the Principal Receivable for such Vehicle Calculation Period under the relevant Lease and due on the first Purchaser Payment Date following such Vehicle Calculation Period.

The Final Purchase Instalment for a Vehicle will equal the Book Value of such Vehicle as at the Lease Termination Date.

**Repurchase Option:**

For each Vehicle Calculation Period, LPNL has the option to repurchase all Purchased Vehicles of which the associated Lease Termination Date falls in such Vehicle Calculation Period, for a purchase price equal to the aggregate Book Value of such Purchased Vehicles as at their respective Lease Termination Date.

If LPNL exercises its repurchase option, the corresponding (conditional) retransfer of, and (conditional) termination of the right of pledge on, the relevant Purchased Vehicles will include a retransfer and release of any relevant Incidental Receivable and a retransfer of any relevant Incidental Debt and will exclude all associated Lease Receivables.

If LPNL does not exercise its repurchase option and the Purchaser (or the Purchaser Administrator on its behalf) determines that there is (i) a Residual Value Shortfall and/or Incidental Debt in relation to a relevant Vehicle in any Vehicle Calculation Period, LPNL will pay to the Purchaser an amount equal to that Residual Value Shortfall and/or Incidental Debt on the Purchaser Payment Date first following such Vehicle Calculation Period and/or (ii) a Residual Value Excess and/or Incidental Receivable in relation to a relevant Vehicle in any Vehicle Calculation Period, the Purchaser will pay to LPNL an amount equal to any such Residual Value Excess and/or the associated Incidental Collection on the Purchaser Payment Date first following such Vehicle Calculation Period. In respect of such payment obligations of LPNL towards the Purchaser, the Guarantee has been granted by the Guarantor to

the Purchaser.

**Defeasance:**

Pursuant to the Defeasance Covenant, each time the Purchaser enters into a Hire Purchase Agreement, (i) the Purchaser will pay the Defeaser the associated Defeasance Assumption Amount and (ii) the Defeaser assumes by way of debt take-over (*schuldoverneming*) the Purchaser's obligation to pay to LPNL the associated Purchase Instalments. Pursuant to the Defeasance Facility Agreement, the Defeaser will make a Defeasance Advance to LPNL in respect of and equal to each associated Defeasance Assumption Amount.

Interest on each outstanding Defeasance Advance will be payable on each Purchaser Payment Date in respect of the Purchaser Calculation Period then ending. The amount of interest will equal the Interest Purchase Component of the associated Regular Purchase Instalment payable on such Purchaser Payment Date. Each outstanding Defeasance Advance shall be prepaid or repaid, as the case may be, (i) on each Purchaser Payment Date for an amount equal to the Principal Purchase Component of the associated Purchase Instalment then payable on such Purchaser Payment Date and (ii) for the remainder, if any, on the LPNL Facility Final Maturity Date.

All interest payments and repayments and prepayments of principal in respect of any Defeasance Advance, will be made by way of set-off in accordance with the Defeasance Covenant. Such set-off shall automatically occur on each Purchaser Payment Date save to the extent such set-off is accelerated by or on behalf of the Defeaser in accordance with the Master Hire Purchase Agreement and the Defeasance Facility Agreement.

**Servicing:**

In the Initial Servicing Agreement, the Initial Servicer undertakes to provide the Services in relation to the Purchased Vehicles and associated Leases.

**Principal Transaction Documents:**

Master Hire Purchase Agreement, Guarantee, Initial Servicing Agreement, Defeasance Covenant, Defeasance Facility Agreement.

**A.5. GENERAL INFORMATION**

The Issuer has been incorporated as a special purpose company as issuer under the Programme.

The fees and expenses of the Issuer in connection with the issue of the Further Notes, will be funded on the Closing Date by LPCorp under the Programme Agreement.

For a diagrammatic overview of the Transaction please see Section C (*Charts and Diagrams*) of this 2008 Dutch Prospectus.

## **B. RISK FACTORS**

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Further Notes. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors that are material for the purpose of assessing the market risks associated with the Further Notes are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Further Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Further Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Further Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this 2008 Dutch Prospectus and reach their own views prior to making any investment decision.*

*Before making an investment decision with respect to any Further Notes, prospective investors should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Further Notes and consider such an investment decision in the light of the prospective investor's personal circumstances.*

*The subsequent numbers and capital headings used in the below risk factors description, correspond to the numbers and headings of the subsequent Sections as contained in this 2008 Dutch Prospectus after this risk factors description, where additional and more detailed information on the same heading can be found.*

### **B.1 THE NOTES**

#### **Programme Prospectus**

Each potential investor in the Further Notes should refer to the Risk Factors Section of the Programme Prospectus for a description of further factors which may affect the Issuer's ability to fulfil its obligations under the Further Notes. A detailed description of, among other things, the Programme and the Issuer can be found in the Programme Prospectus.

#### **Notes may not be suitable investment**

The Further Notes may not be a suitable investment for all investors. Each potential investor in the Further Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Further Notes, the merits and risks of investing in the Further Notes and the information contained in this 2008 Dutch Prospectus or any other applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Further Notes and the impact the Further Notes will have on its overall investment portfolio;

- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Further Notes;
- (d) understand thoroughly the terms of the Further Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Further Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Further Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Further Notes will perform under changing conditions, the resulting effects on the value of the Further Notes and the impact this investment will have on the potential investor's overall investment portfolio.

### **Subordination**

The obligations of the Issuer in respect of the Notes will rank in seniority and security and as to payment of interest and principal, behind the obligations of the Issuer in respect of certain items set out in the relevant Issuer Priority of Payments. In addition, payments on the Class A Notes will be made in priority to payments on the Class B through D Notes, payments on the Class B Notes will be made in priority to payments on the Class C and D Notes and payments on the Class C Notes will be made in priority to payments on the Class D Notes.

### **Optional redemption by Issuer**

The Issuer will be entitled to redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding on a Notes Payment Date, subject to Condition 9.6 (*Optional Redemption - Clean-up & Prepayment*) and/or Condition 9.7 (*Optional Redemption - Tax Call*). In such event the Issuer is under no obligation to pay the Noteholders a premium or any other form of compensation for the early redemption.

Pursuant to Condition 9.6.2, the Issuer may redeem the Notes on any Notes Payment Date falling in or after the second anniversary of the Initial Closing Date. Such an optional redemption feature of the Notes is likely to limit their market value. During any period when the Issuer may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### **Certain decisions of Noteholders**

The Issuer Trustee may deliver an Issuer Enforcement Notice and institute enforcement proceedings at its discretion (as set out in more detail in Conditions 13 (*Issuer Default*) and 14 (*Enforcement*)) and is bound to do so if:

- (a) so requested in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of outstanding Notes; or
- (b) so directed by an Extraordinary Resolution of the Noteholders of the Most Senior Class of outstanding Notes.

Such Extraordinary Resolution will be binding on all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Issuer Trustee may at any time and from time to time, without the consent or sanction of the Instrumentholders or any other Issuer Secured Creditor, concur with the Issuer and any other relevant parties in making:

- (a) any modification to the Conditions, the Relevant Transaction Documents (other than in respect of a Reserved Matter or any provisions of the Relevant Transaction Documents referred to in the definition of a Reserved Matter), the Notes or the other Relevant Transaction Documents in relation to which its consent is required which, in the opinion of the Issuer Trustee, it may be proper to make and will not be materially prejudicial to the holders of the Most Senior Class of outstanding Notes; or
- (b) any modification to the Conditions, the Relevant Transaction Documents in relation to which its consent is required, if, in the opinion of the Issuer Trustee, such modification is of a formal, minor or technical nature, is made to correct a manifest error or is necessary or desirable for the purposes of clarification.

In addition, the Issuer Trustee may, without the consent of the Instrumentholders or any other Issuer Secured Creditor concur with the Issuer or any other relevant parties in authorising or waiving any proposed breach or breach of the covenants or provisions contained in the Relevant Transaction Documents or the Notes (including an Issuer Default) if, in the opinion of the Issuer Trustee, the holders of the Most Senior Class of outstanding Notes will not be materially prejudiced by such waiver.

### **Notes held in global form**

The Further Notes will be held by Euroclear Netherlands, in each case in the form of a Global Note which will be exchangeable for Definitive Notes only in the limited circumstances as more fully described in Section 1.1 (*Form of Notes*) of this 2008 Dutch Prospectus. For as long as any Further Notes are represented by a Global Note held by Euroclear Netherlands, payments of principal, interest (if any) and any other amounts on a Global Note will be made through Euroclear Netherlands against surrender of the relevant Global Note and, in the case of a Temporary Global Note, certification as to non-U.S. beneficial ownership. The holder of the relevant Global Note, being Euroclear Netherlands, shall be treated by the Issuer and any Paying Agent as the sole holder of the relevant Further Notes represented by such Global Note with respect to the payment of principal, interest (if any) and any other amounts payable in respect of the Further Notes.

Further Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear Netherlands.

### **EU Savings Directive**

If, pursuant to the Savings Directive, a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor the Paying Agents nor any other person would be obliged to pay additional amounts with respect to any Further Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on payment made by the Paying Agents pursuant to the Savings Directive, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

### **Tax consequences**

Potential investors should consider the tax consequences of investing in the Further Notes and consult their tax adviser about their own tax situation.

### **Secondary market generally; limited liquidity**

Even if application is made to list the Further Notes on a stock exchange, there can be no assurance that a secondary market for any of the Further Notes will develop, or, if a secondary market does develop, that it will provide the holders of the Further Notes with liquidity or that it will continue for the life of the Further Notes. A decrease in the liquidity of the Further Notes may cause, in turn, an increase in the volatility associated with the price of such Further Notes. Therefore, investors may not be able to sell their Further Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Any investor in the Further Notes must be prepared to hold such Further Notes for an indefinite period of time or until redemption of the Further Notes. If any person begins making a market for the Further Notes, it is under no obligation to continue to do so and may stop making a market at any time. Illiquidity may have a severely adverse effect on the market value of Further Notes.

The secondary markets for vehicle lease-backed securities are currently experiencing severe disruptions resulting from reduced investor demand for vehicle lease-backed securities and increased investor yield requirements for those securities. As a result, the secondary market for vehicle lease-backed securities is experiencing extremely limited liquidity. The conditions may continue to worsen in the future.

Limited liquidity in the secondary market for vehicle lease-backed securities has had a severe adverse effect on the market value of vehicle lease-backed securities. Limited liquidity in the secondary market may continue to have a severe adverse effect on the market value of vehicle lease-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. Consequently, an investor in the Further Notes may not be able to sell its Further Notes readily. The market values of the Further Notes are likely to fluctuate and may be difficult to determine. Any of these fluctuations may be significant and could result in significant losses to such investor.

In addition, the forced sale into the market of vehicle lease-backed securities held by structured investment vehicles, hedge funds, issuers of collateralised debt obligations and other similar entities that are currently experiencing funding difficulties could adversely affect an investor's ability to sell, and/or the price an investor receives for, the Further Notes in the secondary market.

#### **Exchange rate and exchange controls**

The Issuer will pay principal and interest on the Notes in euros. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency other than euros. These include the risk that exchange rates may significantly change (including changes due to devaluation of the euro or revaluation of such other currency) and the risk that government and monetary authorities with jurisdiction over such other currency may impose or modify exchange controls. An appreciation in the value of such other currency relative to the euro would decrease (1) such other currency-equivalent yield on the Notes, (2) such other currency-equivalent value of the principal payable on the Notes and (3) such other currency-equivalent market value of the Notes. As a result of exchange controls, investors may receive less interest or principal than expected, or no interest or principal.

#### **Credit ratings may not reflect all risks and may change**

The ratings assigned to the Further Notes may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value of the Further Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn at any time.

The ratings assigned to the Further Notes reflect Fitch' assessment of the likelihood of full and timely payment to Further Noteholders of all payments of interest on each Notes Payment Date. The ratings also reflect Fitch' assessment of the likelihood of ultimate payment of principal in relation to the Further Notes on the Notes Final Maturity Date. Fitch may lower its rating or withdraw its rating if, in its sole judgement, the credit quality of the Further Notes has declined or is in question. If any rating assigned to the Further Notes is lowered or withdrawn, the market value of the Further Notes may be reduced.

Rating agencies other than Fitch could seek to rate the Further Notes and if such "unsolicited ratings" are lower than the equivalent rating assigned to the Further Notes by Fitch, such ratings could have an adverse effect on the value of the Further Notes.

#### **Conflicts of interests**

The Issuer Trust Deed contains provisions requiring the Issuer Trustee, as regards all the powers, trusts, authorities, duties and discretions of the Issuer Trustee (except where expressly provided otherwise) to have regard to the interests of the Noteholders and the other Issuer Secured Creditors. If a conflict exists between the interests of the Noteholders and the interests of the other Issuer Secured Creditors, the Issuer Trustee is required to have regard solely to the interests of the Noteholders and no other Issuer Secured Creditor shall have any claim against the Issuer Trustee for so doing. Where, in the opinion of the Issuer Trustee there is a conflict between the interests of the Class A Noteholders and the interests of the Noteholders of any other class of Notes, the Issuer Trustee shall give priority to the interests of the Class A

Noteholders. Where, in the opinion of the Issuer Trustee there is a conflict between the interests of the Class B Noteholders and the interests of the other Noteholders of any of the Class C or Class D Notes, the Issuer Trustee shall give priority to the interests of the Class B Noteholders. Where, in the opinion of the Issuer Trustee there is a conflict between the interests of the Class C Noteholders and the interests of the other Noteholders of any Class D Notes, the Issuer Trustee shall give priority to the interests of the Class C Noteholders.

The Interest Rate Swap Counterparty, the Issuer Account Bank, the Purchaser Account Bank, the Liquidity Facility Provider and the Principal Paying Agent may engage in commercial relationships, in particular, be lenders, provide banking, investment banking and other financial services to the Lessees and other relevant parties. In such relationships, the Interest Swap Counterparty, the Issuer Account Bank, the Liquidity Facility Provider, the Purchaser Account Bank and the Principal Paying Agent are not obliged to take into consideration the interests of the Noteholders. Accordingly, conflicts of interests may arise.

The Servicer may hold and/or service claims against the Lessees other than the Lease Receivables. The interests or obligations of the Servicer with regard to such other claims, may in certain aspects conflict with the interests of the Noteholders.

#### **Return on an investment in Further Notes will be affected by charges incurred by investors**

An investor's total return on an investment in any Further Notes will be affected by the level of fees charged by the nominee service provider and/or clearing system used by the investor. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of Further Notes, custody services and on payments of interest, principal and other amounts. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Further Notes.

#### **Legal investment considerations may restrict certain investments**

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Further Notes are legal investments for it, (2) the Further Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Further Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Further Notes under any applicable risk-based capital or similar rules.

#### **No gross-up for Taxes**

Notwithstanding anything to the contrary in this 2008 Dutch Prospectus, if withholding of, or deduction for, or an account of, any present or future taxes, duties, assessments or charges of whatever nature is imposed by or on behalf of The Netherlands, any authority therein or thereof having power to tax, the Issuer will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Noteholders, as the case may be, and shall not be obliged to pay any additional amounts to the Noteholders.

#### **Liability under Notes**

The Notes are solely the obligations of the Issuer and will not be obligations or responsibilities of, or guaranteed by, any other entity, including but not limited to the Transaction Parties other than the Issuer. Furthermore, none of such persons has assumed any obligation whatsoever in respect of any failure by the Issuer to make any payment of any amount due on the Notes.

### **Limited resources of Issuer**

The Issuer's ability to meet its obligations in respect of the Notes, its operating expenses and administrative expenses is wholly dependent upon:

- (a) funds being received in respect of the Issuer Loan Agreement and thus, among other things, of the resources available to the Purchaser (see the risk factor under B.3 (*Purchaser Funding*) below, under Limited resources of Purchaser;
- (b) the Issuer Account arrangements;
- (c) the hedging arrangements entered into under the Interest Rate Swap Agreement;
- (d) the entitlement to make drawings under the Liquidity Facility Agreement; and
- (e) payments being made in respect of Issuer Expenses by LPCorp for its own account upon demand by the Issuer under the Programme Agreement.

The Issuer will not have any other funds available to it to meet its obligations under the Notes or any other payments ranking in priority to, or *pari passu* with, the Notes. All obligations of the Issuer to the Noteholders are limited in recourse as set out in the Conditions, which include a limitation to the effect that Noteholders will have a claim (*verhaalsrecht*) in respect of the Issuer Secured Property only. There is no assurance that there will be sufficient funds to enable the Issuer to pay interest or repay principal in whole or in part or any class of Notes on the due date therefor. If an Issuer Enforcement Event occurs and the Issuer Security is enforced, the Issuer Secured Property may not be sufficient to meet the claims of all the Issuer Secured Creditors, including the Noteholders.

### **Reliance of Issuer on third parties**

The Issuer has entered into agreements with a number of third parties, which have agreed to perform services for the Issuer. In particular, but without limitation, the Paying Agents have been (and other agents may be) appointed and the Issuer Administrator has been appointed to provide administration services to the Issuer. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the Issuer's cash flow may be affected, and/or the ability of the Issuer to make payments pursuant to the Relevant Transaction Documents may be affected.

## **B.2 OTHER ASPECTS OF ISSUER FUNDING**

### **Risks relating to Issuer Security**

#### *General*

Under or pursuant to the Issuer Security Documents, various Dutch law rights of pledge are granted by the Issuer to the Issuer Trustee. A Dutch pledge can serve as security for monetary

claims (*geldvorderingen*) only and can only be enforced upon default (*verzuim*) of the obligations secured thereby. Foreclosure on pledged property is to be carried out in accordance with the applicable provisions and limitations of the Dutch Civil Code and the Dutch Code of Civil Procedure.

The Issuer is a special purpose entity. It has been set up as a bankruptcy-remote entity, mainly in two ways. First, non-petition wording has been included in the Relevant Transaction Documents. Notwithstanding such wording, it is possible that a Dutch court would deal with a petition for bankruptcy (*faillissement*), even if such petition was presented in breach of a non-petition covenant. However, secondly, recourse by the Noteholders and the Transaction Parties to the Issuer has been limited to the Issuer Secured Property. It is therefore unlikely that the Issuer becomes Insolvent. Should the Issuer become Insolvent nevertheless, the Issuer Trustee as pledgee can exercise the rights afforded by Dutch law to pledgees as if there were no Insolvency Proceedings. However, the Issuer's Insolvency would affect the position of the Issuer Trustee as pledgee in some respects under Dutch law.

#### *Future assets*

First, if and to the extent that future assets are purported to be pledged by the Issuer to the Issuer Trustee, such assets are no longer capable of being pledged following the Issuer's Insolvency (unless the Insolvency Official would agree). In this respect, 'future' assets are assets that have not yet been acquired by the Issuer, or that have not yet come into existence, at 0:00 hours on the date the Insolvency is declared. This means:

- specifically in relation to the Issuer Account Pledge, that amounts that are paid to the Issuer Account following the Issuer's Insolvency, will not be subject to the Issuer Account Pledge. However, to the extent that such amounts are to be paid under receivables (for example Issuer Rights) that have been validly pledged to the Issuer Trustee prior to the Issuer's Insolvency, the Issuer Trustee could prevent that such pledged receivables are further discharged through payments to the Issuer Account. For this purpose it will need to notify the relevant debtor that the Issuer is no longer authorised to collect the relevant pledged receivables and that such debtor should pay to the Issuer Trustee as pledgee directly. Insofar as pledged Issuer Rights are concerned, the Issuer Trustee may pursuant to the Issuer Rights Pledge send such notification upon the occurrence of an Issuer Default which is continuing; and
- generally in relation to receivables which are purported to be pledged by the Issuer to the Issuer Trustee, that those receivables which are future assets when the Insolvency of the pledgor takes effect, will not have been pledged to the Issuer Trustee. This risk has been mitigated by setting up the Issuer as a bankruptcy-remote entity.

#### *Mandatory insolvency rules*

Secondly, the following mandatory rules of Dutch insolvency law may affect the enforcement of the Issuer Trustee's rights of pledge:

- a statutory stay of execution ('cooling-off period') of up to two months - with a possible extension by up to two more months - may be imposed during each type of Insolvency Proceedings by court order. Such stay of execution does not prevent the Issuer Trustee

from giving notice to the debtors of any pledged receivables and collecting the proceeds thereof. However, where applicable, it will prevent the Issuer Trustee from (i) taking recourse against any amounts so collected during such stay of execution and (ii) selling pledged assets to third parties;

- the Insolvency Official can force the Issuer Trustee to enforce its security right within a reasonable period of time, failing which the Insolvency Official will be entitled to sell the pledged assets and distribute the proceeds. In such case, the Issuer Trustee will receive payment prior to ordinary, non-preferred creditors having an insolvency claim (*voor verificatie vatbare vordering*) but after creditors of the estate (*boedelschuldeisers*). It should be noted, however, that said authority of the Insolvency Official only aims to prevent a secured creditor from unnecessarily delaying the enforcement of the security; and
- excess proceeds of enforcement must be returned to the Issuer in its Insolvency; they may not be set-off against an unsecured claim (if any) of the Issuer Trustee on the Issuer. Such set-off is in principle allowed prior to the Insolvency Proceedings.

#### *Issuer Parallel Debt*

The Issuer grants rights of pledge to the Issuer Trustee for the benefit of the Issuer Secured Creditors. However, under Dutch law there is no concept of trust and it is uncertain whether a pledge can be granted to a party not being the creditor of the receivables purported to be secured by such pledge. Under Dutch law, a 'parallel debt' structure can be used to give a trustee its own, separate, independent claim on identical terms as the relevant creditors. For this purpose, the Issuer Trust Deed creates the Issuer Parallel Debt, so that the Issuer Security can be granted to the Issuer Trustee in its own capacity as creditor of the Issuer Parallel Debt. In the Issuer Trust Deed, it is agreed that the Issuer Parallel Debt shall be decreased to the extent that the corresponding Issuer Principal Liabilities are reduced (and vice versa). In the Issuer Trust Deed, the Issuer Trustee agrees to act as trustee as abovementioned and agrees:

- to act for the benefit of the Issuer Secured Creditors in administering and enforcing the Issuer Security; and
- to distribute the proceeds of the Issuer Security in accordance with the provisions set out in the Issuer Trust Deed.

Any payments in respect of the Issuer Parallel Debt and any proceeds of the Issuer Security (in each case to the extent received by the Issuer Trustee) are in the case of an Insolvency of the Issuer Trustee not separated from the Issuer Trustee's other assets, so the Issuer Secured Creditors accept a credit risk on the Issuer Trustee. However, the Issuer Trustee is a special purpose entity and is therefore unlikely to become Insolvent.

#### **Interest Rate Swap**

Variances are possible in respect of the rates of interest payable (i) by Lessees to the Purchaser on Interest Receivables under the Leases and hence on the Issuer Loan Interest Amounts payable by the Purchaser to the Issuer and (ii) by the Issuer on the Notes. Payments of interest due by the Issuer on the Notes are calculated on the basis of the Reference Rate plus a margin.

The Issuer has provided a hedge against these variances by entering into the Interest Rate Swap Agreement.

### **Interest Rate Swap termination / default**

If the Interest Rate Swap Agreement is terminated, the Issuer will be obliged to enter into a replacement arrangement with another appropriately rated entity. A failure to do so may result in a cash-flow disruption which could affect the timely payment under the Notes.

If the Issuer (or the Issuer Administrator on its behalf) fails to make timely payments of amounts due under the Interest Rate Swap Agreement, then it will have defaulted under the Interest Rate Swap. The Interest Rate Swap Counterparty is only obliged to make payments to the Issuer as long as the Issuer complies with its payment obligations under the relevant Interest Rate Swap Agreement. If the Interest Rate Swap Counterparty is not obliged to make payments or if it defaults in its obligations to make payments under the Interest Rate Swap Agreement, this may lead to the Issuer not having sufficient funds to meet its obligation to pay interest on the Notes.

If the Interest Rate Swap terminates, then the Issuer may be obliged to make a termination payment to the Interest Rate Swap Counterparty. There can be no assurance that the Issuer will have sufficient funds available to make such a termination payment, nor can there be any assurance that the Issuer will be able to enter into a replacement swap agreement, or if one is entered into, that the credit rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Notes by Fitch.

If the Issuer is obliged to make a termination payment under the Interest Rate Swap Agreement, such termination payment will rank ahead of amounts due on the Notes except where default by, or downgrade of, the Interest Rate Swap Counterparty has caused the Interest Rate Swap to terminate. The obligation to make a termination payment other than arising from default by, or downgrading of, the Interest Rate Swap Counterparty, may adversely affect the ability of the Issuer to meet its obligations under the Notes.

## **B.3 PURCHASER FUNDING**

### **Risks relating to Purchaser Security**

#### *Incorporation by reference*

The risk factors listed under B.2 (*Other Aspects Of Issuer Funding*) above, under Risks relating to Issuer Security, also apply to the Purchaser Security, *mutatis mutandis*, provided that where the context so permits, all references therein to "Issuer" are for this purpose deemed to be references to "Purchaser". The following additional, specific risk factors apply to the Master Leases Pledge and the Master Vehicles Pledge.

#### *Master Leases Pledge*

Pursuant to the Master Leases Pledge, both LPNL and the Purchaser purport to pledge Lease Receivables. Under Dutch law, lease receivables (*huurvorderingen*) pertaining to future enjoyment of the leased property in principle qualify as future assets until they become due and payable. To the extent the Relevant Lease Receivables qualify as future assets at 0:00 hours on

the date the relevant pledgor is declared to be Insolvent, they are no longer capable of being pledged by such pledgor. Focusing on LPNL as pledgor first, risks and structural solutions for the scenario where LPNL becomes Insolvent are described in B.4 (*Asset Transfer*) below, under Transfer of Lease Receivables and Remaining Lease obligations and rights.

Turning to the scenario where the Purchaser as pledgor becomes Insolvent and is no longer capable of pledging future Relevant Lease Receivables, each Combined Vehicles Deed provides that its Clause 2 (*LPNL Pledges*) takes effect prior to its Clause 3 (*Hire Purchase Agreements and Assignment*). As a result:

- where the Purchaser is to acquire the Relevant Lease Receivable from LPNL, it acquires such Relevant Lease Receivable subject to the relevant Leases Pledge; and
- where the Relevant Lease Receivable is not transferred by LPNL to the Purchaser, but is as a result of the relevant Hire Purchase Agreement originated at the Purchaser, such Relevant Lease Receivable is not capable of being pledged if it comes into existence after 0:00 hours on the date the Purchaser is declared to be Insolvent. This risk has been mitigated by setting up the Purchaser as a bankruptcy-remote entity.

Each Leases Pledge contemplates an undisclosed right of pledge for the Purchaser Trustee. Pursuant to the Master Leases Pledge, notification to the relevant Lessee may be served upon the occurrence of an LPNL Default which is continuing. For as long as the relevant Leases Pledge has not been notified to the relevant Lessee, such Lessee will be required to pay to LPNL or the Purchaser, depending on whether the relevant Hire Purchase Agreement and Assignment Deed have been notified to the relevant Lessee. If LPNL or the Purchaser becomes Insolvent, there is a risk that payments so received, whether before or after the Insolvency, will not, or not fully, be on-paid to the Purchaser or the Purchaser Trustee, respectively. This risk has been mitigated by:

- the possibility to notify the Lessees of the Hire Purchase Agreements, Assignment Deeds and Leases Pledges following the occurrence of an LPNL Default which is continuing;
- the Purchaser Account Pledge, the Purchaser Rights Pledge (which also pertains to all receivables of the Purchaser vis-à-vis LPNL) and the Master Vehicles Pledge; and
- setting up the Purchaser as a bankruptcy-remote entity.

#### *Master Vehicles Pledge*

First, reference is made to the risk factors listed under B.4 (*Asset Transfer*) below, under BOVAG and FOCWA General Conditions; possessory liens and third party encumbrances, which are also relevant for the Master Vehicles Pledge, *mutatis mutandis*.

Secondly, the risk factor listed under B.4 (*Asset Transfer*) below, under Location of Vehicles, also applies to each Vehicles Pledge, *mutatis mutandis*. This risk is mitigated in the Master Vehicles Pledge by agreeing that if at the time a Purchased Vehicle is intended to be pledged to the Purchaser Trustee, it is located in a country, the laws of which do not recognise a pledge in accordance with the Master Vehicles Pledge as a valid pledge, such pledge shall take place

immediately upon the relocation of the Purchased Vehicle to a country, the laws of which do recognise a pledge in accordance with the Master Vehicles Pledge as a valid pledge.

Thirdly, the Master Vehicles Pledge provides for non-possessory rights of pledge (*vuistloze pandrechten*) on the Purchased Vehicles, to be granted to the Purchaser Trustee by LPNL. A non-possessory pledge is completed by offering the relevant Vehicles Pledge (forming part of the relevant Combined Vehicles Deed) for registration to the Dutch tax authorities. Such pledge will not be effective if LPNL becomes Insolvent on or prior to the day the relevant Vehicles Pledge is registered. If an LPNL Default has occurred and is continuing, the Purchaser Trustee may pursuant to the Master Vehicles Pledge demand that the Purchased Vehicles be brought under its control or the control of a third party, which will, among other things, require notification to the relevant Lessee.

It is possible that following registration of a Vehicles Pledge, a third party acting in good faith:

- is granted a possessory right of pledge (*vuistpand*) over the same Purchased Vehicle, for example pursuant to the BOVAG or FOCWA General Conditions. In such circumstances, the subsequent possessory right of pledge (or if converted into a non-possessory right of pledge such as contemplated by the BOVAG General Conditions) will as a matter of Dutch law rank in principle senior to the older right of pledge of the Purchaser Trustee; or
- acquires title to the same Purchased Vehicle. In such circumstances, the older right of pledge of the Purchaser Trustee will as a matter of Dutch law in principle terminate.

In addition, possessory liens (*retentierechten*) such as those envisaged by the BOVAG and FOCWA General Conditions, will as a matter of Dutch law in principle rank senior to the right of pledge of the Purchaser Trustee. In the Master Vehicles Pledge, each of LPNL and the Purchaser covenants, among other things, that it shall not pledge, otherwise encumber or transfer any Purchased Vehicles, whether or not in advance, other than as envisaged by the Master Vehicles Pledge or the Master Hire Purchase Agreement or as explicitly permitted under or pursuant to the other Transaction Documents.

### **Limited resources of Purchaser**

The Purchaser's ability to meet its obligations under the Issuer Loan Agreement, its operating expenses and administrative expenses is wholly dependent upon:

- (a) funds being received in respect of the Purchased Vehicles;
- (b) the Purchaser Account arrangements;
- (c) funds being received under or pursuant to the Initial Servicing Agreement, the Master Hire Purchase Agreement, the Guarantee and the Defeasance Covenant; and
- (d) the entitlement to make drawings under the LPNL Facility Agreement.

The Purchaser will not have any other funds available to it to meet its obligations under the Issuer Loan Agreement or any other payments ranking in priority to, or *pari passu* with, payments due in respect of the Issuer Loan. All obligations of the Purchaser are limited in recourse as set out in the Relevant Transaction Documents, which include a limitation to the

effect that the Purchaser Secured Creditors will have a claim (*verhaalsrecht*) in respect of the Purchaser Secured Property only. There is no assurance that there will be sufficient funds to enable the Purchaser to perform its payment obligations in whole or in part on the due date therefor. If a Purchaser Enforcement Event occurs and the Purchaser Security is enforced, the Purchaser Secured Property may not be sufficient to meet the claims of all the Purchaser Secured Creditors.

### **Repayment of Issuer Loan**

During the Revolving Period, the Purchaser Available Redemption Funds, and thus the Issuer Loan Amortisation Amount (and the LPNL Facility Amortisation Amount), will exclude, among other things, Principal Collections, Vehicle Realisation Proceeds, amounts collected (whether from LPNL or the Guarantor) under or pursuant to the Master Hire Purchase Agreement and amounts standing to the credit of the Vehicle Acquisition Ledger and the Net Shortfall Ledger. During the Revolving Period, these amounts will be available to be paid to the Defeaser in accordance with the Defeasance Covenant or for other specific purposes as set out in the Purchaser Trust Deed and/or the Purchaser Administration Agreement.

While each Lease has scheduled payment dates for Lease Receivables due thereunder, there is no assurance that the relevant Lessee will pay on such payment date, or at all.

## **B.4 PURCHASED VEHICLES TRANSFER**

### **Indirect control over Purchased Vehicles**

The Master Hire Purchase Agreement provides for the hire purchase (*huurkoop*) of Purchased Vehicles by the Purchaser from LPNL from time to time. Pursuant to each Hire Purchase Agreement (forming part of the relevant Combined Vehicles Deed), delivery (*levering*) of the relevant Purchased Vehicle occurs by LPNL providing the control (*machtsverschaffing*) of such Purchased Vehicle to the Purchaser on the associated Purchase Date. In the Master Hire Purchase Agreement, the Purchaser and the Purchaser Trustee agree that prior to the occurrence of an LPNL Default, neither of them will give, or require, notification to any Lessee of any Hire Purchase Agreement.

Until notification of any Hire Purchase Agreement occurs, the Purchaser's control of each Purchased Vehicle will be indirect (*middelijk*), meaning that LPNL holds the relevant Purchased Vehicle for the Purchaser through the relevant Lessee, which continues to hold the relevant Purchased Vehicle for LPNL. This situation will continue to apply until the earlier to occur of a Lease Termination Date and an LPNL Default. If a Lease Termination Date occurs, the Purchased Vehicle is envisaged to be returned to LPNL, which would from then on act as direct holder for the Purchaser. If an LPNL Default occurs, the Lessee is envisaged to be notified that it is no longer holding the Purchased Vehicle for LPNL, but for the Purchaser.

For as long as LPNL (and not the relevant Lessee) holds the Purchased Vehicle for the Purchaser as set out above, statutory protection is available under Dutch law to any person with a prior proprietary right (*oorspronkelijk rechthebbende of anterior beperkt gerechtigde*) or privileged receivable (*geprivilegieerde schuldeiser*) in respect of the relevant Purchased Vehicle. This protection entails that the transfer is not valid or effective vis-à-vis such person, unless such person has consented to the transfer. However, even if the Lessee would following

notification hold for the Purchaser directly, the position would not be much different, in that persons with a prior proprietary right would generally still be protected if at the time of notification to the relevant Lessee, the Purchaser knew or should have known of their entitlement. In any event, pursuant to the Master Hire Purchase Agreement, LPNL will warrant and represent in relation to each Purchased Vehicle that it meets the Hire Purchase Criteria. The Hire Purchase Criteria include the requirement that there is no person or entity with a prior proprietary right (*oorspronkelijk rechthebbende*) or privileged receivable (*geprivilegeerde schuldeiser*) in respect of it, subject to Adverse Claims under the BOVAG General Conditions and the FOCWA General Conditions.

### **BOVAG & FOCWA General Conditions; possessory liens**

#### *Retention of title*

A retention of title provision is contained in the BOVAG General Conditions that are used in connection with the acquisition of Vehicles and the repair and maintenance of such Vehicles by LPNL. For as long as such provision is effective in relation to a Vehicle, LPNL acquires conditional title (*eigendom onder opschortende voorwaarde*) to such Vehicle only (subject to the condition precedent of full payment of the relevant amounts). It is therefore important to assess the scope of the retention of title clause.

Clause 12(1) of the BOVAG General Conditions provides, informally translated into English, that the seller/mechanic retains title to all goods delivered by it to the purchaser/client until it shall have received full payment:

- of the purchase price for all these goods;
- for any services rendered by it for the benefit and account of the purchaser/client pursuant to (*in het kader van*) these sale and purchase agreements; and
- of any claims to which it may become entitled pursuant to a default by the purchaser/client in the performance of any of its obligations.

The scope of Clause 12(1) is determined by what the parties have agreed, subject to some restrictions that apply by operation of law. In determining what the parties have agreed, not a mere linguistic interpretation of the agreement is decisive, but (i) the meaning which the parties could in the given circumstances reasonably attach to the provisions of the agreement and (ii) what they could in that respect reasonably expect from each other. In this respect the social status (*maatschappelijke kring*) of the parties is relevant and the legal knowledge which can be attributed to parties of that status. Absent specific information on specific circumstances pertaining to specific Vehicles or on specific expectations, a linguistic interpretation of the wording of the agreement is very important in determining what the parties have agreed, especially if the relevant provisions (like the BOVAG General Conditions) were intended to provide a uniform approach for many different parties (like the BOVAG dealers and their clients). There is no general explanatory memorandum or something of the kind pertaining to the BOVAG General Conditions.

Turning to a linguistic interpretation, it appears that Clause 12(1) follows the same structure as article 3:92(2) of the Dutch Civil Code, which sets out the maximum scope available to

retention of title clauses. This suggests that the draftsmen of Clause 12(1) have been inspired by article 3:92(2). However, when comparing the two, there are some differences, including:

- Clause 12(1) is limited to goods "delivered" and does not refer to goods "delivered or to be delivered". On the one hand, "delivered" logically also relates to goods to be delivered in the future, as one would expect the relevant sale and purchase agreement to be entered into prior to delivery of the relevant goods. On the other hand, however, Clause 12(1) seems to have been based on article 3:92(2) of the Dutch Civil Code, but excludes the corresponding words "or to be delivered". This suggests a backward-looking retention of title clause only, i.e. each new Vehicle is connected to Vehicles delivered in the past, but not to Vehicles to be delivered in the future. In other words, this suggests that once all relevant amounts have been paid in relation to all Vehicles delivered until then, title to the new Vehicle passes to LPNL;
- Clause 12(1) is limited to services rendered pursuant to sale and purchase agreements. Although in theory a sale and purchase agreement could also contain provisions pertaining to ongoing maintenance and other services, this suggests that only maintenance and other services related to the initial delivery are included; and
- Clause 12(1) extends to any default in any obligation by the purchaser/client. By operation of law this is limited to: defaults in the performance of agreements pursuant to which such goods are delivered, i.e. the relevant sale and purchase agreements. It seems logical that this wording intends to cover only defaults in the performance of the following obligations as described above: to pay (i) the purchase price for all these goods and (ii) for any services rendered by the Supplier for the benefit and account of the purchaser/client pursuant to these sale and purchase agreements.

In connection with the above, the Eligibility Criteria include the requirements that:

- the purchase price (including VAT) of the relevant Purchased Vehicle has been paid in full to the relevant Supplier;
- the sale and purchase agreements pertaining to the relevant Purchased Vehicle and each prior Vehicle delivered by the same Supplier, do not extend to ongoing maintenance or other services; and
- there is no default in the performance of any obligation under or pursuant to such sale and purchase agreements.

The Eligibility Criteria are relevant for determining the monthly amounts of principal and interest payable by the Purchaser to the Issuer under the Issuer Loan Agreement (see the definitions of Issuer Loan Amortisation Amount, Issuer Loan Interest Amount, Issuer Percentage, Eligible Vehicles Balance, Non-Eligible Vehicles Balance and Lessee Non-Eligible Balance).

The above reflects a reasonable interpretation of Clause 12(1). If Clause 12(1) is to be interpreted differently and also extends to Vehicles "to be delivered", this would mean that title to the relevant Vehicle would be retained by the relevant Supplier, even if at such time there would be no outstanding payment obligations of LPNL. Although this in itself does not mean

that the parties could not have intended this, such an interpretation would mean that LPNL would never acquire full title to any Vehicle until it is clear that there will be no further amounts due towards the relevant Supplier. This would be a somewhat impractical position, especially where the relevant Supplier is dealing, and may be expected to know that it is dealing, with a vehicle leasing company, whose business includes the on-selling of Vehicles within a limited number of years after acquisition of the relevant Vehicle.

On the basis of the above, the category of Vehicles that are subject to retention of title at any point in time, should be limited. The position in respect of that category is as follows. Pursuant to each Hire Purchase Agreement, LPNL purports to transfer to the Purchaser full title to the relevant Purchased Vehicle, but subject to the condition precedent of payment of the final hire purchase instalment. However, if title to such Purchased Vehicle is retained by the relevant Supplier, LPNL cannot transfer full, but at the most conditional, title, in any case subject to the same condition precedent of payment of the final hire purchase instalment. This risk is mitigated through the Eligibility Criteria as set out above.

#### *Negative disposal/pledge*

The BOVAG General Conditions provide that for as long as title to the relevant Vehicle is retained by the Supplier as abovementioned, the client (LPNL) may not pledge or grant any other right in respect of such Vehicle to any third party. Pursuant to the Master Hire Purchase Agreement, LPNL will warrant and represent that the entry by LPNL into and the execution of the Relevant Transaction Documents and the performance by LPNL of its obligations under the Relevant Transaction Documents do not and will not conflict with or constitute a breach or infringement of any of the terms of, or constitute a default by, LPNL under any agreement or other instrument to which LPNL is a party or which is binding on it, where such conflict, breach, infringement or default is reasonably likely to have a Material Adverse Effect on LPNL or the Relevant Transaction Document.

#### *Possessory lien*

The BOVAG General Conditions (and the Dutch Civil Code) provide for a possessory lien (*retentierecht*) of the Supplier for all assets (Vehicles) which the Supplier holds for or on behalf of the client (LPNL). The possessory lien applies for as long as both the Supplier holds such assets and any amounts due by the client for assets or services rendered by the Supplier, have not been paid.

#### *Pledge*

The BOVAG General Conditions provide for a pledge to the Supplier of any asset (Vehicle) which the client (LPNL) brings within the control of such Supplier, for example for the purpose of repair or maintenance. Any such right of pledge terminates as soon as the relevant Vehicle leaves the control of the Supplier. However, the BOVAG General Conditions permit the Supplier to while the relevant Vehicle is in its control, convert its possessory right of pledge into a non-possessory right of pledge, by offering the BOVAG General Conditions together with the Supplier's agreement with LPNL in respect of the relevant Vehicle, for registration to the Dutch tax authorities. Any such right of pledge secures all present and future receivables of the Supplier vis-à-vis LPNL.

### *FOCWA General Conditions; statutory possessory lien*

The FOCWA General Conditions contain provisions similar to those contained in the BOVAG General Conditions and listed above under:

- Retention of Title, provided that under the FOCWA General Conditions title to an asset is only retained until all amounts due under or pursuant to the agreement specifically relating to such asset are paid (and not under other agreements);
- Possessory Lien (and absent such contractual provision, the Dutch Civil Code contains a statutory provision on suspension of obligations, which *de facto* constitutes a possessory lien if one of the obligations is to hand back (*afgeven*) an asset), provided that under the FOCWA General Conditions the possessory lien only applies until all amounts due under or pursuant to the agreement specifically relating to such asset are paid (and not under other agreements); and
- Pledge, provided that under the FOCWA General Conditions the option to convert the possessory right of pledge into a non-possessory right of pledge is not contained,

and furthermore provided that the FOCWA General Conditions are only used in respect of repair of damage to the Vehicles and maintenance (and not sale and purchase) of Vehicles.

### **Third party encumbrances**

It is possible that a Supplier or previous owner of a Purchased Vehicle has encumbered such Purchased Vehicle with a right in rem (*zakelijk recht*), such as a right of pledge in favour of a financier of the Purchased Vehicle, or has retained title thereto. Such encumbrance or retention of title would usually have been released prior to the relevant Purchased Vehicle being delivered (*geleverd*) to LPNL, but the possibility cannot be excluded that such encumbrance or retention of title still exists at the time of delivery to the Purchaser. Even if such encumbrance or retention of title so still existed, delivery to LPNL would in principle still be valid under Dutch law, assuming LPNL was acting in good faith.

Pursuant to the Master Hire Purchase Agreement, LPNL will warrant and represent that each Purchased Vehicle meets the Hire Purchase Criteria. The Hire Purchase Criteria include the requirement that, subject to Adverse Claims under the BOVAG and FOCWA General Conditions, LPNL has full right and title to the relevant Purchased Vehicle, free and clear of any Adverse Claim.

### **Location of Purchased Vehicles**

Under Dutch international private law, the law of the country where a movable asset (*roerende zaak*) is physically located (*lex rei sitae*), governs the transfer of title to such asset. If:

- a Purchased Vehicle is located outside The Netherlands on its Purchase Date; and
- for a valid transfer of control or full title to the relevant Purchased Vehicle, the applicable foreign law imposes requirements which are not met under or pursuant to the Master Hire Purchase Agreement,

then the Purchaser will not acquire title to such Purchased Vehicle. This risk is mitigated in the Master Hire Purchase Agreement by agreeing that if at the time its control or full title is intended to be transferred to the Purchaser, a Purchased Vehicle is located in a country, the laws of which do not recognise a transfer of control or full title in accordance with the Master Hire Purchase Agreement as a valid transfer, such control or full title to such Purchased Vehicle shall transfer to the Purchaser immediately upon the relocation of the Purchased Vehicle to a country, the laws of which do recognise a transfer of control or full title to the Purchaser in accordance with the Master Hire Purchase Agreement as a valid transfer.

### **Transfer of Lease Receivables**

Under Dutch law, to the extent the Relevant Lease Receivables qualify as proceeds (*vruchten*) of the related Purchased Vehicle, they originate at the Purchaser by operation of law as a result of the relevant Hire Purchase Agreement. There are good arguments to state that they so qualify as proceeds, but the possibility cannot be excluded that the Relevant Lease Receivables (or part thereof) do not. For each Purchased Vehicle it is agreed:

- in the Master Hire Purchase Agreement, that all associated Relevant Lease Receivables will qualify as proceeds of such Purchased Vehicle; and
- in the relevant Combined Vehicles Deed, to the extent this is not effective for any Relevant Lease Receivable for any reason, LPNL assigns (*cedeert*), and the Purchaser accepts assignment of, such Relevant Lease Receivable.

In addition, in the relevant Combined Vehicles Deed, LPNL assigns, and the Purchaser accepts assignment of, all associated Relevant Lease Receivables pertaining to the period from the associated Commencement Date to the relevant Purchase Date. Each such assignment will be an undisclosed assignment (*stille cessie*) and will be completed by offering the executed Assignment Deed (forming part of the relevant Combined Vehicles Deed) to the Dutch tax authorities for registration. No notification to the relevant Lessee is required for such an undisclosed assignment. Notification is only required so as to procure that the Lessee can no longer discharge its obligations under the Relevant Lease Receivables by paying to LPNL. Pursuant to the Master Hire Purchase Agreement, notification to the relevant Lessee may be served upon the occurrence of an LPNL Default which is continuing.

It is possible that LPNL becomes Insolvent. To the extent the Relevant Lease Receivables qualify as future assets at 0:00 hours on the date LPNL is declared to be Insolvent, they are no longer capable of being assigned by LPNL (unless the Insolvency Official would agree). Upon an Insolvency of LPNL, an accelerated payment of the Final Purchase Instalment is envisaged to take place. This accelerated payment will be effected pursuant to the Defeasance Covenant, by the Defeaser setting off relevant Purchase Instalments it owes to LPNL against the (re)payment obligations owed to it by LPNL in respect of the relevant Defeasance Advance. The accelerated payment of the Final Purchase Instalment has as one of its consequences that the relevant Purchased Vehicle and the associated Relevant Lease Receivables transfer to the Purchaser by operation of law, regardless whether LPNL has become Insolvent. The Relevant Lease Receivables will henceforth (to the extent this was not yet the case pursuant to the relevant Hire Purchase Agreement) originate at the Purchaser. However, this only applies to those Lease Receivables which immediately concern the use of the Purchased Vehicle against a

price to be paid by the Lessee. This limitation will be discussed in more detail under the next heading below.

### **Remaining Lease obligations and rights**

The obligations of LPNL under the Leases associated with the Purchased Vehicles, shall remain with LPNL unless and until full title to the relevant Purchased Vehicle transfers to the Purchaser. The same applies to any rights of LPNL under the Leases associated with the Purchased Vehicles that are not capable of assignment and do not qualify as proceeds. In the Master Hire Purchase Agreement it is agreed that:

- for as long as such obligations and rights remain with LPNL, LPNL shall perform such obligations and shall exercise such rights in the same manner as LPNL would have been required to do under the Initial Servicing Agreement on behalf of the Purchaser following the transfer of such rights and obligations to the Purchaser; and
- any risk and benefit relating to any Purchased Vehicle shall be for the account of the Purchaser as of the relevant Commencement Date.

If LPNL becomes Insolvent, it may not be able to perform its obligations under the Lease towards the Lessee. As described above, Insolvency of LPNL is envisaged to induce an accelerated payment of the Final Purchase Instalment. As a result, the Lease will by operation of law transfer to the Purchaser to the extent that the rights and obligations thereunder are directly connected to the granting of quiet enjoyment against payment of lease instalments (*onmiddellijk verband houden met het doen hebben van het gebruik van de zaak tegen een door de huurder te betalen tegenprestatie*). This limitation has due to its generality resulted in substantial case law, differing views in legal literature and comments from the legislator. Nevertheless, in practice it may not always be possible to draw a clear distinction between those rights and obligations of the Lease that are included in, and those that are excluded from, the transfer. Most (if not all) parts of the Lease may be expected to transfer to the Purchaser following payment of the Final Purchase Instalment, including the Principal Receivables and the Interest Receivables, being the sole Lease components ultimately intended for the Purchaser in the proposed structure.

Should any part of the Lease not transfer to the Purchaser, then this means that the Lease has by operation of law been split in two:

- an agreement between LPNL and the Lessee pertaining to any remaining rights and obligations under the Lease (the "**Remaining Agreement**"); and
- a lease agreement (*huurovereenkomst*) between the Purchaser and the Lessee pertaining to those Lease rights and obligations that are directly connected to the granting of quiet enjoyment against payment of lease instalments (the "**Net Lease**").

There are two possibilities in respect of the obligations to be performed under the Remaining Agreement:

- the Insolvent LPNL continues to perform such obligations. In this scenario (if any and for as long as it continues), LPNL will be entitled to be paid by the Lessee for the performance of such obligations. Given that the Lessee is envisaged to have been notified of the transfer and that LPNL will have become Insolvent, it is likely that the

Lessee will direct all Lease payments to the Purchaser, who would then have to on-pay the relevant amount to LPNL. However, even if payments in respect of the Remaining Agreement are made by the Lessee to LPNL directly, this should not concern the Purchaser, whose main interest is in the Net Lease; or

- the Insolvent LPNL no longer performs the obligations under the Remaining Agreement. In this scenario, if the Lessee is called upon by or on behalf of LPNL to perform its payment obligations under the Remaining Agreement, it has a range of defences available to it, including suspension, dissolution and indemnification rights. As a result of its own default, LPNL will *de facto* no longer be entitled to payments under the Remaining Agreement. This risk is mitigated as follows.

The Master Hire Purchase Agreement provides that if upon the transfer to the Purchaser of full title to the relevant Purchased Vehicle, there is a Remaining Agreement, then:

- upon the transfer of full title to the relevant Purchased Vehicle to the Purchaser, the risk and benefit of the Remaining Agreement shall be for the account of the Purchaser (in the case of rights: to the extent this was not yet the case pursuant to the relevant Hire Purchase Agreement or Assignment Deed); and
- if an LPNL Default has occurred and if deemed (i) necessary or (ii) useful by the Purchaser, the Purchaser shall:
  - offer the relevant Lessee to enter into an agreement on the same terms as the Remaining Agreement; and
  - request the relevant Lessee to pay all further Relevant Lease Receivables to a bank account designated by the Purchaser (or the Purchaser Trustee on its behalf),

which offer and request LPNL shall support and co-operate with.

This offer can be explicit (e.g. in writing) or implicit (by the Servicer performing the relevant obligations on behalf of the Purchaser). If the Lessee accepts the offer, which can again be explicit or implicit, it will pay to the Purchaser the same amount as would have been due under the Remaining Agreement. In this situation the entire Lease will *de facto* have ended up with the Purchaser, as was intended.

If the Lessee will not accept the offer, it is left with a Remaining Agreement with the defaulting, insolvent LPNL and the Net Lease with the Purchaser. Under Dutch law, a default by LPNL under the Remaining Agreement would in principle not entitle the Lessee to suspend its performance under, or to dissolve, the Net Lease, as (i) it is a logical consequence of the above that the Remaining Agreement does not immediately concern the Net Lease, (ii) the Purchaser will have offered the Lessee to enter into an agreement on the same terms as the Remaining Agreement and (iii) the Purchaser will be performing its obligations under the Net Lease, with the assistance of the Servicer.

On the basis of the above, a possible Remaining Agreement would not end up with the Purchaser if each of the following conditions is met:

- LPNL becomes Insolvent or any other event occurs which results in the payment of the Final Purchase Instalment prior to termination of the Lease;
- there is a Remaining Agreement and this is alleged by LPNL or the Lessee; and
- the (a) Insolvent LPNL continues to perform its obligations under the Remaining Agreement or (b) Lessee declines the offer of the Purchaser to enter into an agreement on the same terms as the Remaining Agreement.

The above structural features therefore try to overcome a situation that is not particularly likely to occur. In addition, in the situation they try to overcome, the Purchaser would still have the benefit of the Book Value of the relevant Purchased Vehicle.

### **Financial lease**

It is possible that a Lease qualifies as hire purchase (*huurkoop*), as opposed to lease (*huur*). If this applies, (i) the obligations and unassignable rights under the Lease will not by operation of law transfer to the Purchaser upon payment of all associated Purchase Instalments and (ii) the Purchaser cannot acquire full title to the relevant Purchased Vehicle, but only conditional title which is subject to the (conditional) title granted by LPNL to the relevant Lessee. Pursuant to the Master Hire Purchase Agreement, LPNL will warrant and represent in relation to each Purchased Vehicle that it meets the Hire Purchase Criteria. The Hire Purchase Criteria include the requirements that:

- the associated Lease term (including any extension to which the associated Lessee is entitled) of the relevant Purchased Vehicle is less than 85% of the economic lifespan of the Purchased Vehicle;
- the Estimated Residual Value of the relevant Purchased Vehicle, as estimated upon commencement of the associated Lease, is no less than 7.5% of the original investment value of the Purchased Vehicle; and
- the Lessee of the relevant Purchased Vehicle has not been granted:
  - an option to purchase such Purchased Vehicle upon Lease Termination for a purchase price less than the Estimated Residual Value of such Purchased Vehicle, as estimated upon commencement of the associated Lease; or
  - conditional or unconditional title to such Purchased Vehicle.

### **Right to suspend performance or dissolve Leases**

Under Dutch law, a party may suspend (*opschorten*) its performance under a contract if (i) the counterparty under that contract does not perform and (ii) the suspended and the non-performed obligation are sufficiently connected to justify the suspension. In addition, if the non-performance results in a default (*verzuim*), for example because the non-performance was not timely remedied by the counterparty following receipt of a default notice (*ingebrekestelling*), then the first party may proceed to dissolve (*ontbinden*) the agreement, in whole or in part.

These defences would generally be available to a Lessee if LPNL's or the Purchaser's, as the case may be, obligations under the relevant Lease are not performed by or on behalf of LPNL or

the Purchaser, as the case may be. In the Servicing Agreement, the Servicer undertakes to provide the Services, including the performance of all obligations of the owner of the Purchased Vehicles and the lessor under the associated Leases.

### **Right to terminate Leases**

If a Lessee is subjected to Insolvency Proceedings, there is a risk that the Insolvency Official pursuant to the Dutch Bankruptcy Code terminates any lease agreement (*huurovereenkomst*) to which such Lessee is a party, taking into account a notice period of up to 3 months. Each Lease Agreement provides that if the relevant Lessee is subjected to Insolvency Proceedings, or if certain other events relating to such Lessee occur (for example a default (*verzuim*) in the payment of Lease Receivables), the lessor may terminate the Lease Agreement and the Lessee is obliged to fully indemnify the lessor. However, if the termination occurs by the Insolvency Official on the basis of the Dutch Bankruptcy Code, in principle a three month notice period would apply, and not the contractual provisions pertaining to termination. There is therefore a risk that termination by an Insolvency Official of a Lessee on the basis of the Dutch Bankruptcy Code precedes termination by the lessor on the basis of the relevant Lease Agreement.

In the Initial Servicing Agreement, the Initial Servicer undertakes to provide the Services, including in relation to any failure by a Lessee to comply with its obligations under or in connection with a Lease, to use all reasonable endeavours to collect all associated Lease Receivables and take any and all steps as it deems reasonably necessary or appropriate to preserve and enforce the rights of the lessor under the applicable Lease, which may include taking steps to initiate the termination of the Lease and repossession of the relevant Purchased Vehicle, in accordance with the Enforcement Procedures or, to the extent that the Enforcement Procedures are not applicable having regard to the nature of the default in question or the requirements of the relevant Lease, take such action as is beneficial to the interests of the Purchaser, provided that:

- the Initial Servicer shall only become obliged to comply with the Enforcement Procedures (to the extent applicable) or to take action as aforesaid after it has become aware of the default; and
- it is acknowledged by the Purchaser that lessors generally exercise discretion in pursuing their respective enforcement procedures and that the Initial Servicer may exercise such discretion in applying the Enforcement Procedures to any particular defaulting Lessee or taking action as aforesaid, provided that in exercising such discretion the interest of the Purchaser is not materially prejudiced.

In case a contractual termination by the lessor (as opposed to a termination by the Insolvency Official on the basis of the Bankruptcy Code) occurs and the Lessee is requested to fully indemnify the lessor pursuant to the relevant Lease Agreement, the Lessee in principle has the defences available to it that are generally available to debtors under Dutch law. If the indemnification qualifies as a penalty (*boete*), these defences include the right to request the court to mitigate such penalty if fairness so clearly dictates. However, even if such circumstances apply, the lessor would still be entitled to any indemnification to which it is entitled by statute and the owner of the relevant Purchased Vehicle would still have the benefit of such ownership.

## **Split of Lease Collections**

For administrative reasons, it is not possible to identify for each Lease Collection whether it qualifies as a Principal Collection, an Interest Collection or a Servicing Collection. For this purpose, the Servicing Agreement provides that each Lease Collection pertaining to a Vehicle Calculation Period will be split into Principal Collections, Interest Collections and Servicing Collections on the basis of the proportions (expressed as a percentage) which the aggregate Principal Receivables, Interest Receivables and Servicing Receivables bear to the aggregate Lease Receivables for such Vehicle Calculation Period.

## **Residual Value Shortfalls and Incidental Debts**

It is envisaged that upon payment to LPNL of all Purchase Instalments under a Hire Purchase Agreement, the Purchaser acquires full title to the relevant Purchased Vehicle. It is possible that thereafter, the Purchaser will incur a Residual Value Shortfall and/or will owe an Incidental Debt to the relevant Lessee in respect of such Purchased Vehicle. These risks have been mitigated as follows.

First, the Master Hire Purchase Agreement provides that if a Lease Termination Date occurs, LPNL has the option to repurchase the relevant Purchased Vehicle on the first following Purchaser Payment Date, for a purchase price equal to the Book Value of such Purchased Vehicle as at its Lease Termination Date. The corresponding retransfer of the relevant Purchased Vehicle includes a retransfer of any associated Incidental Receivable and Incidental Debt.

Secondly, if LPNL does not exercise its option to repurchase the associated Purchased Vehicle and the Purchaser (or the Purchaser Administrator on its behalf) determines that there is:

- a Residual Value Shortfall and/or Incidental Debt in relation to the relevant Vehicle in any Vehicle Calculation Period, LPNL will pay to the Purchaser an amount equal to such Residual Value Shortfall and/or Incidental Debt on the Purchaser Payment Date first following such Vehicle Calculation Period; and/or
- a Residual Value Excess and/or Incidental Receivable in relation to the relevant Vehicle in any Vehicle Calculation Period, the Purchaser will pay to LPNL an amount equal to any such Residual Value Excess and/or the associated Incidental Collection on the Purchaser Payment Date first following such Vehicle Calculation Period.

Thirdly, LPNL's payment obligations in respect of any such Residual Value Shortfall and/or Incidental Debt are supported by the Guarantee.

## **Insurance**

In relation to each Purchased Vehicle, at least two types of insurance are relevant: car body and third party liability insurance.

Certain Purchased Vehicles are not subject to car body insurance, in which cases LPNL takes the risk of car body damage in its own books. As between the Lessee and the lessor, unless a specific car body insurance has been agreed, the risk of car body insurance in principle lies with

the lessor/owner of the Vehicle. The Servicing Receivables generally include a component for car body insurance. The Purchaser's risk of damage to a Purchased Vehicle is mitigated as mentioned in the previous risk factor titled Residual Value Shortfalls and Individual Debts: LPNL either repurchases the relevant Purchased Vehicle against Book Value or is obliged to pay any Residual Value Shortfall. In addition, in the Servicing Agreement the Servicer undertakes to render the Services, including (i) to perform all obligations of the owner of the Purchased Vehicles and the lessor under the associated Leases and (ii) to arrange for appropriate insurance for the associated Vehicle in consultation with the Purchaser if LPNL does not exercise its repurchase option.

Turning to third party liability insurance, in many cases the applicable insurance policy provides that in the case of a change of ownership (or termination of a lease contract), the insurance policy will terminate. If neither such provision nor a different provision applies to the relevant policy, the insurance will pass along to the new owner by operation of law. However, unless the insurer confirms within one month of the change of ownership that it wishes to continue the insurance, the insurance agreement terminates by operation of law after such month. Pursuant to the Master Hire Purchase Agreement, full title to the relevant Purchased Vehicle is envisaged to pass to the Purchaser upon payment of all relevant Purchase Instalments. The risk that third party insurance terminates at that stage, or one month thereafter, is mitigated as mentioned above: in the Servicing Agreement the Servicer undertakes to render the Services, including to arrange for appropriate insurance for the associated Vehicle in consultation with the Purchaser if LPNL does not exercise its repurchase option.

#### **Prepayment by Purchaser; 5% discount**

There is a risk that the Purchaser prepays any Purchase Price at any time, at a 5% discount which it is entitled to do under Dutch law. In the Master Hire Purchase Agreement, it is acknowledged that such prepayment is only intended to occur in relation to any Purchased Vehicle if the associated Defeasance Advance is accelerated in accordance with the Defeasance Facility Agreement. In case of such a prepayment, the applicable Purchase Price shall be discounted for an amount equal to all then future Interest Receivables under the associated Lease or, if higher and mandatory, a 5% discount by operation of law, it being understood that such discount shall be applied to the Interest Purchase Component first and only the remainder (if any) to the Principal Purchase Component. As a result:

- if the contractual discount applies, then the repayment of the relevant accelerated Defeasance Advance is envisaged to be equal to, and set off against, the discounted Purchase Price; or
- if the statutory discount is higher than the contractual discount and applies, then the Defeasance Facility Agreement provides that an additional discount applies to the relevant Defeasance Advance, following which the relevant accelerated and discounted Defeasance Advance is envisaged to be equal to, and set off against, the discounted Purchase Price.

#### **Reliance of Purchaser on third parties**

The Purchaser has entered into agreements with a number of third parties, which have agreed to perform services for the Purchaser. In particular, but without limitation, the Initial Servicer has

been (and New Servicers may be) appointed to service the Purchased Vehicles and the Purchaser Administrator has been appointed to provide administration services to the Purchaser. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the Purchased Vehicles, the Vehicle Realisation Proceeds and/or the associated Leases or any part thereof may be affected, and/or the ability of the Purchaser to make payments pursuant to the Relevant Transaction Documents may be affected.

If an Initial Servicer Default occurs, then the Purchaser and/or the Purchaser Trustee will be entitled to terminate the appointment of the Initial Servicer and appoint a New Servicer in its place. There can be no assurance that a New Servicer with sufficient experience of administering Vehicles and Leases would be found who would be willing and able to service the Vehicles on the terms of the Initial Servicing Agreement. The ability of a New Servicer to perform fully the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a New Servicer may affect the Purchased Vehicles, the Vehicle Realisation Proceeds and/or the associated Leases or any part thereof, and/or the ability of the Purchaser to make payments under the Relevant Transaction Documents. If a Servicer or the group to which it belongs ceases to be assigned a long-term unsecured, unguaranteed and unsubordinated debt obligation rating by Fitch of at least BBB- the Purchaser will use reasonable efforts to enter into a servicing agreement with a New Servicer in accordance with the Initial Servicing Agreement.

None of the Servicers have (or will have, as applicable) any obligation themselves to advance payments that Lessees fail to make in a timely fashion. Neither the Purchaser, the Purchaser Trustee nor the Issuer Trustee is obliged in any circumstances to act as a Servicer or to monitor the performance by any Servicer of its obligations. Each Servicer will be permitted to sub-contract its servicing role to a third party servicer subject to applicable conditions set out in the relevant Servicing Agreement.

#### **Set-off by Lessees; Lessee collateral**

Notwithstanding the transfer of Lease Receivables to the Purchaser, the Lessees may be entitled to set off the relevant Lease Receivable against a claim they may have vis-à-vis LPNL (if any). In the absence of contractual provisions expanding statutory set-off possibilities, mutuality of claims is one of the requirements for set-off to be allowed: the parties, mutually, have to be each other's creditor and debtor.

Following a transfer of a Lease Receivable by LPNL to the Purchaser, LPNL would no longer be the creditor of the Lease Receivable. However, as the assignment has not been notified to the relevant Lessee, the Lessee remains entitled to set off the Lease Receivable as if no transfer had taken place (i) in the case of silent assignment and (ii) in the case of other transfers on a specific basis (*bijzondere titel*) including where the Lease Receivable originates at the Purchaser pursuant to the Hire Purchase Agreement for as long as the Lessee is not aware and should not have been aware of the transfer. After notification or (deemed) knowledge of the transfer, the relevant Lessee can still invoke set-off pursuant to article 6:130 of the Dutch Civil Code. On the basis of such article a Lessee can invoke set-off against the Purchaser if the Lessee's claim (if any) vis-à-vis LPNL stems from the same legal relationship as the Lease Receivable or became due and payable before the notification of the silent assignment or the (deemed) knowledge referred to above. In addition, on the basis of an analogous interpretation of article 6:130 of the

Dutch Civil Code, a Lessee will be entitled to invoke set-off against the Purchaser if prior to the notification or (deemed) knowledge of the transfer, the Lessee was either entitled to invoke set-off against LPNL (e.g. on the basis of article 53 of the Dutch Bankruptcy Code) or had a justified expectation that it would be entitled to such set-off against LPNL.

Not all Leases exclude or limit the statutory right of set-off of the relevant Lessee. In addition, under Dutch law a waiver of set-off may not be enforceable in all circumstances. The Master Hire Purchase Agreement provides that if a Lessee sets off any amount owed by it to LPNL against any Lease Receivable, LPNL will pay to the Purchaser an amount equal to the amount so set off.

Any cash deposit or guarantee provided to LPNL by or on behalf of a Lessee, will not be included in the transfer of Purchased Vehicles to the Purchaser. In addition, it is common practice for LPNL to for each Lessee accumulate any Incidental Debts and Incidental Receivables on an aggregated, annual basis, so that at the end of the relevant year only the (negative) balance is due by LPNL. As to any such cash deposit or Incidental Debt due by LPNL, it is possible that LPNL becomes Insolvent and cannot pay out a cash deposit or an Incidental Debt to the relevant Lessee, or to the Purchaser, as the case may be. In cases where a cash deposit is lost or an Incidental Debt due by LPNL is not paid and a Lessee is requested to repay the full Lease Receivables, there is a risk that a Lessee successfully invokes defences purporting to establish that an amount equal to the lost cash deposit or unpaid Incidental Debt due by LPNL is deducted from the Lease Receivables it owes to the Purchaser. This risk is mitigated through the Deposit Ledger. In the Master Hire Purchase Agreement LPNL undertakes to, in the event of a downgrade of LPNL as set out therein, deposit cash collateral in the Deposit Ledger for an amount equal to the aggregate of all cash deposits it holds for Lessees.

### **Concentration of Purchased Vehicles**

It is possible that the Purchased Vehicles reflect a certain concentration of a certain type of Purchased Vehicles or Leases. This may result in a greater risk of loss to be allocated under the Notes than if such concentration had not been present.

In connection with the above, the Concentration Test sets certain concentration limits. The Concentration Test is relevant for determining whether a Net Shortfall Amount exists (see the definitions of Net Shortfall Amount, Net Vehicles Balance and Excess Vehicles Balance). If a Net Shortfall Amount exists during the Revolving Period, LPNL has a discretion to make a further LPNL Advance in an amount equal to such Net Shortfall Amount. If LPNL decides not to make a further LPNL Advance, this may result in termination of the Revolving Period (see the definition of Early Amortisation Event).

### **Transfer of Undertaking**

It is possible that the transfer of Purchased Vehicles contemplated by the Master Hire Purchase Agreement, qualifies as a transfer of an enterprise (*overgang van een onderneming*) under Dutch law, entitling the relevant LPNL employees by operation of law to claim that their employment agreement has transferred to the Purchaser. Whether such a claim by employees will be successful, depends on the circumstances of the case, particularly whether the key assets necessary to perform the business are transferred. An argument supporting the view that a

transfer of an enterprise takes place, is that LPNL is transferring a substantial part of its business. An argument against such view is that the origination activities are not transferred to the Purchaser.

The risk that LPNL employment agreements so end up with the Purchaser, is mitigated by the Initial Servicing Agreement, pursuant to which the Services previously carried out by LPNL, are outsourced back to LPNL (as Initial Servicer). Case law supports the view that under such circumstances, no enterprise has transferred to, or at least has been retransferred back by, the outsourcing entity (in this case the Purchaser) and therefore that the relevant employees are not employed by the Purchaser.

If the Initial Servicing Agreement is terminated, there is a risk that the relevant employment agreements will, transfer to the New Servicer, assuming that a New Servicing Agreement is entered into at such time (if no New Servicing Agreement is entered into the employment agreements would transfer to the Purchaser). It is possible that a decision of the Purchaser to replace the Initial Servicing Agreement with a New Servicing Agreement, should be attributed to LPNL and would hence be subject to advice from LPNL's works council (*ondernemingsraad*). If such advice is (to be) obtained, this may affect the time required for replacing the Initial Servicer with the New Servicer. If subsequent to the advice, a resolution is taken which does not, or does not fully, adhere to such advice, then the reasons therefor are to be notified to the works council.

#### **Limited description of Purchased Vehicles; no independent investigation**

Individual Noteholders will not receive detailed statistics or information in relation to the Purchased Vehicles, because it is expected that the constitution of the Purchased Vehicles may constantly change due to, for instance, the Purchaser hire purchasing Further Vehicles from LPNL or LPNL repurchasing Purchased Vehicles from the Purchaser. However, each Purchased Vehicle will be required to meet the Hire Purchase Criteria and the Vehicle Warranties (as amended from time to time).

The ability of the Issuer to meet its obligations under the Notes, will depend on, among other things, the quality and the value of the Purchased Vehicles and the performance by each Lessee and Transaction Party. Neither the Issuer, the Issuer Trustee, the Purchaser nor the Purchaser Trustee has undertaken or will undertake any investigations, searches or other actions to verify the details of the Purchased Vehicles or to establish the creditworthiness of any Lessee or any other Transaction Party, and no assurance can be given that such details and creditworthiness will not deteriorate in the future.

Each of the Purchaser, the Purchaser Trustee, the Issuer and the Issuer Trustee will rely solely on the accuracy of the LPNL Warranties. The Master Hire Purchase Agreement provides that if an LPNL Warranty is breached and such breach is not capable of remedy, or is not remedied to the satisfaction of the Purchaser within 20 Business Days, then:

- if the breach relates to a Vehicle Warranty, (i) LPNL shall terminate (*opzeggen*) the Hire Purchase Agreement relating to the relevant Purchased Vehicle, as a result of which the obligation of the Purchaser (Defeaser) to pay the remaining Purchase Price shall cease and a Defeasance Termination Amount will be paid to the Purchaser in accordance with the Defeasance Covenant or (ii) LPNL shall procure that a further

LPNL Advance is made in an amount equal to the Book Value of the relevant Purchased Vehicle, for credit to the Purchaser Transaction Ledger and Purchaser Available Redemption Funds; or

- if the breach relates to a General Warranty, LPNL shall indemnify the Purchaser.

If LPNL performs its obligations as abovementioned, the Purchaser nor the Purchaser Trustee shall have any other remedy or cause of action in relation to the breach of the relevant LPNL Warranty. If LPNL does not perform such obligations, this may result in an LPNL Default.

### **Confidentiality**

Certain Leases contain confidentiality provisions. No detailed statistics or information in relation to the Purchased Vehicles will be disclosed to individual Noteholders. Absent transfer restrictions in the Leases, a reasonable interpretation of confidentiality provisions generally suggests that information regarding the relevant Lease may be disclosed (i) by LPNL to the Purchaser, as hire purchaser of the relevant Purchased Vehicle and (ii) by the Purchaser to the Servicer, so as to procure proper performance of the lessor's obligations under the relevant Lease. Both the Purchaser and each Servicer are subject to the confidentiality provisions set out in the Common Terms.

Finally, although this is more induced by possible implications of data protection rules, each Combined Vehicles Deed will have attached thereto an anonymised list of Purchased Vehicles. At the same time a personalised list, completed per Purchased Vehicle with (a) the name and address of the associated Lessees and (b) the Vehicle registration numbers (*kentekenbewijzen*), will be deposited in a sealed envelope with a civil notary. In the Master Hire Purchase Agreement, it is agreed that if an LPNL Default has occurred and is continuing, (i) the Purchaser may request the civil law notary to release to the Purchaser any and all lists so delivered to such civil law notary and (ii) each Lessee may be notified of the relevant Combined Vehicles Deed and of the relevant information being included in the Purchaser's and the Servicer's administrations.

## **B.5 GENERAL INFORMATION**

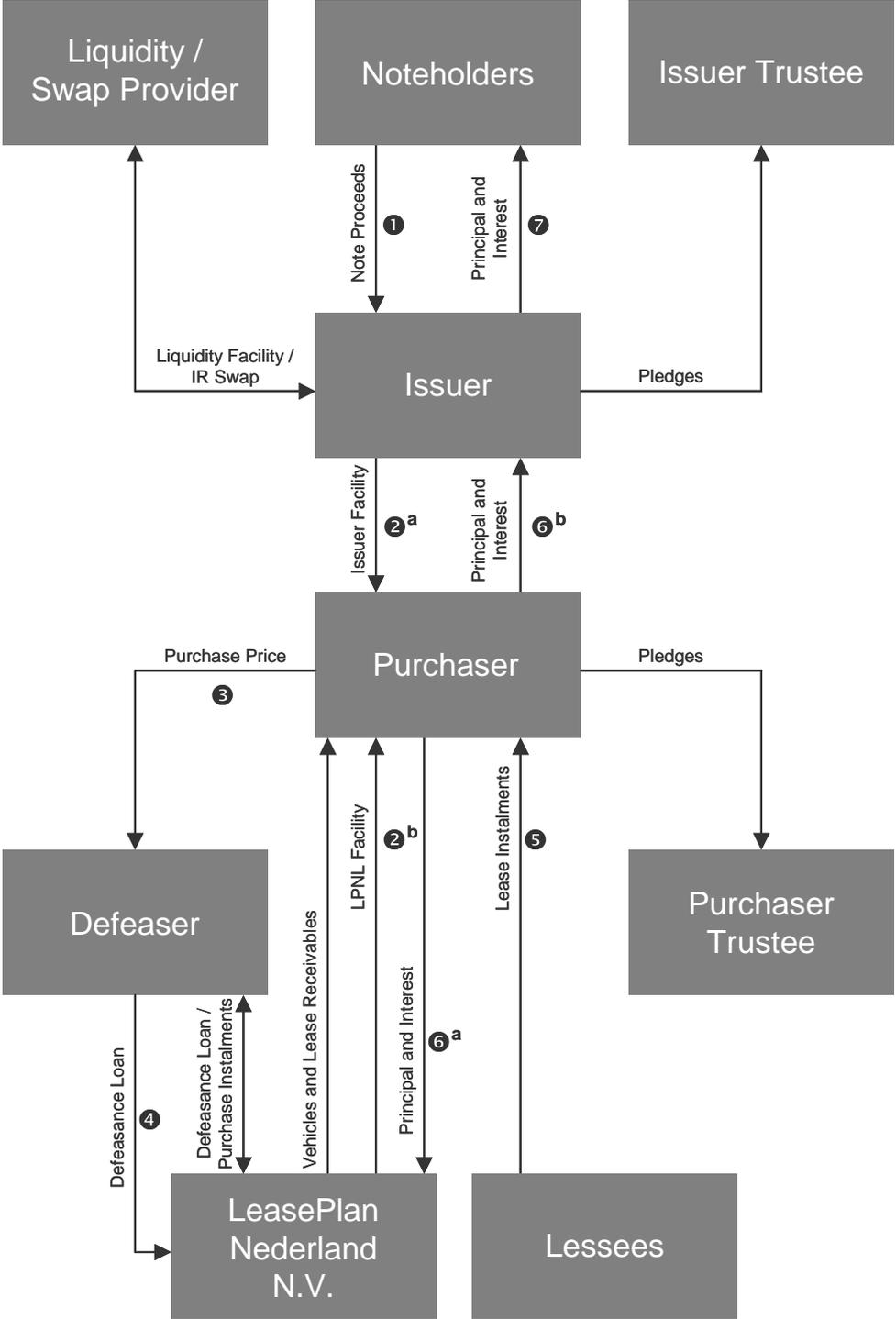
### **Changes of law**

The structure of the issue of the Further Notes and the ratings which are to be assigned to them are based on the law of The Netherlands in effect as at the date of this 2008 Dutch Prospectus. No assurance can be given as to the impact of any possible change to the law of The Netherlands or administrative practice in The Netherlands after the date of this 2008 Dutch Prospectus.

**C. CHARTS AND DIAGRAMS**

*This Section does not purport to be complete and is taken from, and is qualified in all respects by, the remainder of this 2008 Dutch Prospectus and, in relation to the terms and conditions of any particular Transaction Document, the applicable Transaction Document.*

**I. STRUCTURE DIAGRAM**



Nos. 1, 2, 3, 4, 5, 6 and 7 illustrate subsequent cashflows.

## II. PRINCIPAL TRANSACTION PARTIES

<b>Arranger</b>	LPCorp
<b>Defeaser</b>	Stichting Defeaser LeasePlan Securitisation, a foundation ( <i>stichting</i> ), established under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands.
<b>Defeaser Managing Director</b>	Trust International Management (T.I.M.) B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands.
<b>Guarantor</b>	LPCorp.
<b>Initial Servicer</b>	LeasePlan Nederland N.V., a public company with limited liability ( <i>naamloze vennootschap</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered address at Wisselweg 31-33, 1314 CB Almere, The Netherlands.
<b>Interest Rate Swap Counterparty</b>	LPCorp.
<b>Irish Paying Agent</b>	Deutsche Bank International Corporate Services Limited, 5 Harbourmaster Place, IFSC, Dublin 1, Ireland.
<b>Issuer</b>	<p>Bumper I B.V., a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), incorporated under the laws of The Netherlands, having its seat (<i>statutaire zetel</i>) in Amsterdam and its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.</p> <p>All issued and outstanding shares in the capital of the Issuer are held by the Issuer Holding which has issued depositary receipts for such shares to ATC Investments B.V. The sole managing director of the Issuer is the Issuer Managing Director. For a description of the Issuer, please refer to Section 2 (<i>Issuer</i>) of the Programme Prospectus.</p>
<b>Issuer Account Bank</b>	ING Bank N.V., a public company with limited liability ( <i>naamloze vennootschap</i> ) having its corporate seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered offices at Amstelveenseweg 500, 1081 KL Amsterdam, The Netherlands and being registered at the Chamber of Commerce in Amsterdam under number 33031431.

<b>Issuer Administrator</b>	ATC Financial Services B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.
<b>Issuer Holding</b>	Stichting Holding Bumper I, a foundation ( <i>stichting</i> ), established under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.
<b>Issuer Managing Director</b>	ATC Management B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.
<b>Issuer Holding Managing Director</b>	ATC Corporate Services (Netherlands) B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.
<b>Issuer Trustee</b>	Stichting Trustee Bumper I, a foundation ( <i>stichting</i> ), established under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands.
<b>Issuer Trustee's Director</b>	Europe Management Company B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of The Netherlands and having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands.
<b>Liquidity Facility Provider</b>	LPCorp.
<b>Listing Agent</b>	Deutsche Bank Luxembourg SA, a company incorporated under the laws of Luxembourg, having its official address at 2 Bld Konrad Adenauer, L-1115 Luxembourg.
<b>LPNL</b>	LeasePlan Nederland N.V., a public company with limited liability ( <i>naamloze vennootschap</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Wisselweg 31-33, 1314 CB Almere, The Netherlands.

<b>Principal Paying Agent</b>	Kas Bank N.V., a public company with limited liability ( <i>naamloze vennootschap</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered address at Spuistraat 172, 1012 VT Amsterdam, The Netherlands (" <b>Kas Bank</b> ").
<b>Purchaser</b>	LeasePlan Securitatie B.V., a private limited liability company ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Wisselweg 31-33, 1314 CB Almere, The Netherlands. All issued and outstanding shares in the capital of the Purchaser are held by the Purchaser Holding. For a description of the managing directors of the Purchaser, please refer to Section 3.10 ( <i>Purchaser</i> ) of this 2008 Dutch Prospectus.
<b>Purchaser Account Bank</b>	ING.
<b>Purchaser Administrator</b>	LPNL.
<b>Purchaser Holding</b>	Stichting Holding LeasePlan Securitatie, a foundation ( <i>stichting</i> ), established under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.
<b>Purchaser Trustee</b>	Stichting Trustee LeasePlan Securitatie, a foundation ( <i>stichting</i> ), established under the laws of The Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its registered office at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands.
<b>Rating Agency</b>	Fitch.

### III. SAMPLE CALCULATION PERIODS AND PAYMENT DATES

The chart below in no way reflects any actual or projected periods or dates at any time and is purely intended to illustrate, and is in all respects qualified by, the relevant defined terms.

		1 - 14 June	Notes Calculation Period	Vehicle Calculation Period	↑ ↑ ↑
	Purchaser Calculation Date <sup>1</sup>	15 June			Purchaser Calculation Period
	Purchaser Payment Date <sup>2</sup>	16 - 23 June			Purchaser Calculation Period
Notes Calculation Date <sup>3</sup>					
Notes Payment Date <sup>4</sup>		24 June			
		25 - 29 June	Notes Calculation Period	Vehicle Calculation Period	
	Cut-Off Date	30 June			
		1 - 14 July	Notes Calculation Period	Vehicle Calculation Period	Purchaser Calculation Period
	Purchaser Calculation Date <sup>1</sup>	15 July			
	Purchaser Payment Date <sup>2</sup>	16 - 30 July			
		31 July			
		1 - 14 August	Notes Calculation Period	Vehicle Calculation Period	Purchaser Calculation Period
	Purchaser Calculation Date <sup>1</sup>	15 August			
	Purchaser Payment Date <sup>2</sup>	16 - 30 August			
		31 August			

<sup>1</sup> Subject to Following Business Day Convention

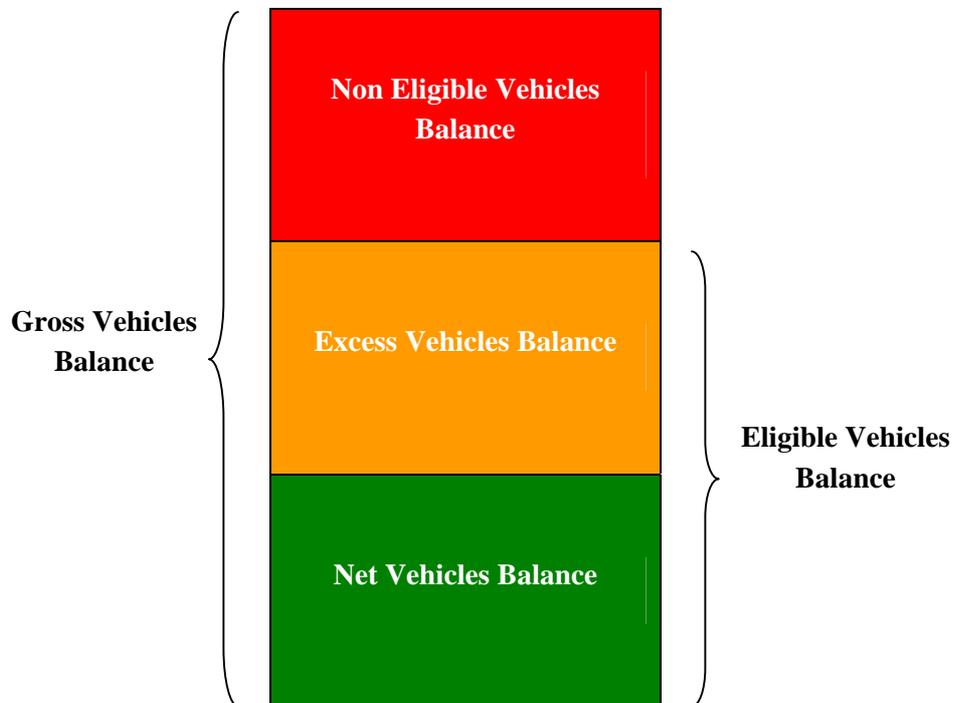
<sup>2</sup> 3<sup>rd</sup> Business Day after Purchaser Calculation Date

<sup>3</sup> 3<sup>rd</sup> Business Day prior to Notes Payment Date

<sup>4</sup> Subject to Modified Following Business Day Convention

#### IV. SAMPLE OVERVIEW VEHICLES BALANCES

*The chart below in no way reflects any actual or projected size of any balance at any time and is purely intended to illustrate, and is in all respects qualified by, the relevant defined terms.*



## 1. NOTES

### 1.1 FORM OF FURTHER NOTES

The Further Notes will be in bearer form and will initially be issued in the form of a Temporary Global Note without interest coupons attached or a Permanent Global Note without interest coupons attached. Each Global Note will be issued in classic form (i.e. not in new global note form) and will be initially deposited on or prior to the Closing Date with Euroclear Netherlands.

While any Further Note is represented by a Temporary Global Note, payments of principal, interest and any other amount payable in respect of the Further Notes due prior to the Exchange Date will be made only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear Netherlands, or Euroclear Netherlands has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On or after the Exchange Date (which is the day following the expiry of 40 days after the date on which the Temporary Global Note is issued (the "**restricted period**" within the meaning of U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7))), interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein for interests in a Permanent Global Note, against certification of non-U.S. beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note is improperly withheld or refused.

It is anticipated that the interests in a Temporary Global Note representing a class of Further Notes will, following consolidation with the same class of Initial Notes on the Note Payment Date falling in October 2008, be exchanged for interests in the Permanent Global Note representing such class of Initial Notes. Each Permanent Global Note will be written up accordingly for this purpose.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear Netherlands without any requirement for certification.

A Permanent Global Note will only be exchangeable (free of charge), in whole but not in part, for Definitive Notes with, where applicable, receipts, interest coupons and talons attached only for Definitive Notes if an Exchange Event occurs being either of the following events: (i) the Notes become immediately due and payable as a result of the occurrence of an Issuer Default, (ii) Euroclear Netherlands is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or (iii) by reason of any amendment to, or change in, the laws and regulations of The Netherlands, the Issuer is or will be required to make any withholding or deduction from any payment in respect of the Notes which would not be required if the Notes which are represented by a Permanent Global Note were in definitive form. In the event of the occurrence of an Exchange Event, Euroclear Netherlands, (acting on the instructions of any holder of an interest in such Permanent Global Note or the Issuer Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange

Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

In case of Notes represented by a Permanent Global Note deposited with Euroclear Netherlands, a Noteholder shall not have the right to request delivery (*uitlevering*) of its Notes under the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*) other than on the occurrence of an Exchange Event as described above.

Definitive Notes will be in the standard euomarket form. Definitive Notes and Global Notes will be in bearer form. Global Notes and Definitive Notes will be issued in accordance with and subject to the terms of the Agency Agreement and the Issuer Trust Deed.

The following legend will appear on all Global Notes and on all receipts and interest coupons relating thereto:

NOTICE: THIS NOTE IS ISSUED FOR DEPOSIT WITH NEDERLANDS CENTRAAL INSTITUUT VOOR GIRAAL EFFECTENVERKEER B.V. (EUROCLEAR NETHERLANDS) AT AMSTERDAM, THE NETHERLANDS. ANY PERSON BEING OFFERED THIS NOTE FOR TRANSFER OR ANY OTHER PURPOSE SHOULD BE AWARE THAT THEFT OR FRAUD IS ALMOST CERTAIN TO BE INVOLVED.

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The Sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on the Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Notes which are represented by a Global Note, will only be transferable in accordance with the rules and procedures of Euroclear Netherlands in effect at such time.

Any reference herein to Euroclear Netherlands shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system as may otherwise be approved by the Issuer, the Principal Paying Agent and the Issuer Trustee.

## 1.2 TERMS AND CONDITIONS

### 1. General

- 1.1 The Issuer has agreed to issue the Notes subject to the terms of the Issuer Trust Deed.
- 1.2 The Agency Agreement records certain arrangements in relation to the payment of interest and principal in respect of the Notes.
- 1.3 Certain provisions of these Conditions are summaries of the Issuer Trust Deed and the Agency Agreement and are subject to their detailed provisions.
- 1.4 The Instrumentholders are bound by the terms of the Issuer Trust Deed, and are deemed to have notice of all the provisions of the Relevant Transaction Documents.
- 1.5 Copies of the Relevant Transaction Documents are available for inspection by Noteholders during normal business hours at the registered office for the time being of the Issuer Trustee, being at the date hereof Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and at the Specified Offices of the Paying Agents, the initial Specified Offices of which are set out below.

### 2. Definitions

In these Conditions, defined terms have the meanings ascribed to them in the Master Definitions Schedule set out in Schedule 1 to the 2006 Incorporated Terms Memorandum, as amended and supplemented from time to time (the "**Master Definitions Schedule**"). A copy of the Master Definitions Schedule is attached to these Conditions as Annex 1.

### 3. Interpretation and Construction

Wording and expressions used in these Conditions have the constructions ascribed to them in the Master Definitions Schedule.

### 4. Form, Denomination and Title

- 4.1 **Form and Denomination:** The Notes are in bearer form in the denomination of €100,000 with Receipts, Coupons and Talons attached at the time of issue. Title to the Instruments will pass by delivery.
- 4.2 **Title:** Under Dutch law, the valid transfer of Notes requires, among other things, delivery (*levering*) thereof, where applicable in accordance with the Dutch Securities Giro Act. The holder of any Instrument shall (except as otherwise required by law) be treated as the absolute owner of such Instrument for all purposes (including the making of any payment) whether or not any payment is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof and no person shall be liable for so treating such holder.

### 5. Ranking

- 5.1 **Ranking:** The Notes in each class will at all times rank without preference or priority *pari passu* amongst themselves.

- 5.2 ***Sole obligations:*** The Notes and the Coupons are obligations solely of the Issuer and are not obligations of, or guaranteed by any of the other Transaction Parties.
- 5.3 ***Priority of Interest Payments:*** Payments of interest on the Class A Notes will at all times rank in priority to payments of interest on the Class B Notes, payments of interest on the Class B Notes will at all times rank in priority to payments of interest on the Class C Notes and payments of interest on the Class C Notes will at all times rank in priority to payments of interest on the Class D Notes, in each case in accordance with the applicable Issuer Priority of Payments.
- 5.4 ***Priority of Principal Payments:*** Payments of principal on the Class A Notes will at all times rank in priority to payments of principal on the Class B Notes, payments of principal on the Class B Notes will at all times rank in priority to payments of principal on the Class C Notes and payments of principal on the Class C Notes will at all times rank in priority to payments of principal on the Class D Notes, in each case in accordance with the applicable Issuer Priority of Payments.
- 5.5 ***Payment Priorities:*** Prior to the delivery of an Issuer Enforcement Notice, the Issuer is required to apply Issuer Available Income and Issuer Available Redemption Funds in accordance with, respectively, the Issuer Income Priority of Payments and the Issuer Redemption Priority of Payments and after delivery of an Issuer Enforcement Notice in accordance with the Issuer Enforcement Priority of Payments.

## 6. **Security**

- 6.1 ***Issuer Security:*** The Notes shall have the benefit of the Issuer Security which has been granted to the Issuer Trustee as security for the Issuer Secured Obligations owed to the Issuer Trustee (including the Issuer Parallel Debt).
- 6.2 ***Issuer Parallel Debt:*** The Noteholders are deemed to have acknowledged, and are bound by, without limitation, Clause 2.5 (*Issuer Parallel Debt*) of the Issuer Trust Deed.
- 6.3 ***Enforceability:*** The Issuer Security will become enforceable upon the delivery by the Issuer Trustee of an Issuer Enforcement Notice in accordance with Condition 13 (*Issuer Default*) and subject to the matters referred to in Condition 14 (*Enforcement*), provided that an Issuer Enforcement Event has occurred.

## 7. **Issuer Covenants**

The Issuer Covenants contain certain covenants in favour of the Issuer Trustee from the Issuer which, among other things, restrict the ability of the Issuer to create or incur any indebtedness (save as permitted in the Issuer Trust Deed), dispose of assets or change the nature of its business. So long as any Note remains outstanding, the Issuer shall comply with the terms of the Issuer Trust Deed, including the Issuer Covenants.

## 8. **Interest**

- 8.1 ***Accrual of Interest:*** Each Initial Note bears interest on its Principal Amount Outstanding from the Initial Closing Date. Each Further Note bears interest on its Principal Amount Outstanding from the Closing Date.

- 8.2 **Cessation of Interest:** Each Note of each class shall cease to bear interest from its due date for final redemption unless, upon due presentation, payment of the principal is improperly withheld or refused, in which case, it will continue to bear interest in accordance with this Condition until whichever is the earlier of:
- 8.2.1 the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and
  - 8.2.2 the day which is seven days after the Principal Paying Agent or the Issuer Trustee has notified the Noteholders of such class that it has received all sums due in respect of the Notes of such class up to such seventh day (except to the extent that there is any subsequent default in payment).
- 8.3 **Day Count Fraction:** Whenever it is necessary to compute an amount of interest in respect of any Note for a period of less than a full year, such interest shall be calculated on the basis of the applicable Day Count Fraction.
- 8.4 **Interest Payments:** Interest on each Note is payable in euro in arrear on each Notes Payment Date commencing on (i) with respect to the Initial Notes, the Initial First Notes Payment Date, and (ii) with respect to the Further Notes, the Further First Notes Payment Date, in an amount equal to the Note Interest Amount in respect of such Note for the Notes Calculation Period ending on the day immediately preceding such Notes Payment Date.
- 8.5 **Calculation of Note Interest Amount:** Upon or as soon as practicable after each Notes Calculation Date, the Issuer shall calculate (or shall cause the Principal Paying Agent to calculate) the Note Interest Amount payable on each Note for the related Notes Calculation Period.
- 8.6 **Notification:** As soon as practicable after each Notes Calculation Date, the Principal Paying Agent will cause:
- 8.6.1 the Note Rate for each class for the related Notes Calculation Period;
  - 8.6.2 the Note Interest Amount for each class for the related Notes Calculation Period; and
  - 8.6.3 the Notes Payment Date first following the related Notes Calculation Period,
- to be notified to the Issuer, the Issuer Administrator, the Issuer Trustee and, for so long as the Notes are listed on the Stock Exchange, the Stock Exchange.
- 8.7 **Publication:** As soon as practicable after receiving each notification of the Note Rate, the Note Interest Amount and the Notes Payment Date in accordance with Condition 8.6 (*Notification*) the Issuer will cause such Note Rate and Note Interest Amount for each class and the first following Notes Payment Date to be published in accordance with the Notices Condition.
- 8.8 **Amendments to Publications:** The Note Rate and the Note Interest Amount for each class and the Notes Payment Date so published/notified may subsequently be amended

(or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant Notes Calculation Period.

8.9 ***Determination or Calculation by Issuer Trustee:*** If the Principal Paying Agent does not at any time for any reason determine the Note Rate or the Note Interest Amount for each class in accordance with this Condition, the Issuer Trustee may (but without any liability accruing to the Issuer Trustee as a result):

8.9.1 determine the Note Rate for each class at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described in this Condition), it shall deem fair and reasonable in all the circumstances; and/or

8.9.2 calculate the Note Interest Amount for each class in the manner specified in this Condition,

and any such determination and/or calculation shall be deemed to have been made by the Principal Paying Agent.

8.10 ***Deferral of Interest Amount Arrears:*** If there are any Class B Interest Amount Arrears, Class C Interest Amount Arrears or Class D Interest Amount Arrears on any Notes Payment Date (other than the Notes Final Maturity Date), such amounts shall not be regarded as payable on such date and shall accrue interest during the Notes Calculation Period in which such Notes Payment Date falls in accordance with Condition 8.12 (*Default Interest*).

8.11 ***Notification of Deferred Interest Amount Arrears:*** If, on any Notes Calculation Date, the Issuer shall determine that any Class B Interest Amount Arrears, Class C Interest Amount Arrears or Class D Interest Amount Arrears will arise on the immediately succeeding Notes Payment Date, notice to this effect shall be given by the Issuer in accordance with the Notices Condition, specifying the amount of the Class B Interest Amount Arrears, the amount of the Class C Interest Amount Arrears and the amount of the Class D Interest Amount Arrears as applicable to be deferred on such following Notes Payment Date in respect of each Class B Note, each Class C Note and each Class D Note.

8.12 ***Default Interest:*** Any Deferred Interest Amount Arrears in respect of a class shall bear interest during the period from (and including) the due date therefore in respect of such class in respect of the relevant amount. Interest on such Deferred Interest Amount Arrears shall accrue from day to day at the same rate as the Note Rate from time to time applicable to the relevant class and shall be due and payable in accordance with Condition 8.4 (*Interest Payments*) or on such other date or dates as the Issuer Trustee may specify by written notice to the Issuer.

8.13 ***Notification of Availability for Payment:*** The Issuer shall cause notice of the availability for payment of any Deferred Interest Amount Arrears in respect of a class and interest thereon (and date of payment thereof in respect of such class) to be published in accordance with the Notices Condition.

8.14 ***Priority of Payment of Interest and Deferred Interest:*** The Issuer shall pay any Quarterly Note Interest due and payable on any Notes Payment Date prior to any

Deferred Interest Amount Arrears payable on such Notes Payment Date which shall, in turn, be paid prior to any default interest on any such Deferred Interest Amount Arrears arising under Condition 8.12 (*Default Interest*) which is payable on such Notes Payment Date.

9. **Final Redemption, Mandatory Redemption in part, Optional Redemption, Purchase and Cancellation**

9.1 ***Final Redemption:*** Unless previously redeemed or purchased and cancelled as provided in this Condition, the Issuer shall redeem the Notes in each class at their Principal Amount Outstanding on the Notes Final Maturity Date.

9.2 ***Mandatory Redemption in part:*** On each Notes Payment Date on which there are Issuer Available Redemption Funds the Issuer will cause:

9.2.1 each Class A Note to be redeemed on such Notes Payment Date in an amount equal to the Note Principal Payment in respect of such Class A Note determined on the related Notes Calculation Date;

9.2.2 each Class B Note to be redeemed on such Notes Payment Date in an amount equal to the Note Principal Payment in respect of such Class B Note determined on the related Notes Calculation Date;

9.2.3 each Class C Note to be redeemed on such Notes Payment Date in an amount equal to the Note Principal Payment in respect of such Class C Note determined on the related Notes Calculation Date; and

9.2.4 each Class D Note to be redeemed on such Notes Payment Date in an amount equal to the Note Principal Payment in respect of such Class D Note determined on the related Notes Calculation Date.

9.3 ***Calculation of Note Principal Payment, Principal Amount Outstanding:*** On (or as soon as practicable after) each Notes Calculation Date, the Issuer shall calculate (or cause the Issuer Administrator to calculate):

9.3.1 the aggregate of any Note Principal Payment due in relation to each class on the Notes Payment Date immediately succeeding such Notes Calculation Date; and

9.3.2 the Principal Amount Outstanding of each Note in each class on the Notes Payment Date immediately succeeding such Notes Calculation Date (after deducting any Note Principal Payment due to be made on that Notes Payment Date in relation to such Note).

9.4 ***Calculations final and binding:*** Each calculation by or on behalf of the Issuer of any Note Principal Payment and the Principal Amount Outstanding of a Note of each class shall in each case (in the absence of any Breach of Duty) be final and binding on all persons.

9.5 ***Issuer Trustee to determine amounts in case of Issuer default:*** If the Issuer does not at any time for any reason calculate (or cause the Issuer Administrator to calculate) any Note Principal Payment or Principal Amount Outstanding in relation to any Note in

accordance with this Condition, such amounts may be calculated by the Issuer Trustee (without any liability accruing to the Issuer Trustee as a result) in accordance with this Condition (based on information supplied to it by the Issuer or the Issuer Administrator) and each such calculation shall be deemed to have been made by the Issuer.

9.6 ***Optional Redemption - Clean-up & Prepayment Call:*** The Issuer may redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding on any Notes Payment Date:

9.6.1 when, on the related Notes Calculation Date, the aggregate Principal Amount Outstanding of the outstanding Notes is less than 15% of the Principal Amount Outstanding at the Closing Date of all of the Notes; or

9.6.2 falling on or after the second anniversary of the Initial Closing Date;

subject to the following:

9.6.3 that the Issuer has given not more than 60 nor less than 30 days' notice to the Issuer Trustee and the Noteholders in accordance with the Notices Condition of its intention to redeem all (but not some only) of the Notes in each class; and

9.6.4 that prior to giving any such notice, the Issuer shall have provided to the Issuer Trustee a certificate signed by all managing directors of the Issuer to the effect that it will have the funds on the relevant Notes Payment Date, not subject to the interest of any other person, required to redeem the Notes pursuant to this Condition and meet its payment obligations of a higher priority under the Issuer Income Priority of Payments and the Issuer Redemption Priority of Payments.

9.7 ***Optional Redemption - Tax Call:*** The Issuer may redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding, on any Notes Payment Date:

9.7.1 after the date on which the Issuer is to make any payment in respect of the Notes or the Interest Rate Swap Counterparty is to make any payment in respect of the Interest Rate Swap Agreement and either the Issuer or the Interest Rate Swap Counterparty, as the case may be, would be required to make a Tax Deduction in respect of such relevant payment;

9.7.2 after the date on which the Issuer would, by virtue of a change in the Tax law of The Netherlands (or the application or official interpretation of such Tax law), not be entitled to relief for the purposes of such Tax law for any material amount which it is obliged to pay, or is treated as receiving for the purposes of such Tax law under the Relevant Transaction Documents; or

9.7.3 after the date of a change in the Tax law of The Netherlands (or the application or official interpretation of such Tax law) which would cause the total amount payable in respect of interest in relation to the Issuer Loan to cease to be receivable by the Issuer, as the case may be, including as a result of the Purchaser being obliged to make a Tax Deduction in respect of any payment in relation to the Issuer Loan,

subject to the following:

- 9.7.4 that the Issuer has given not more than 60 nor less than 30 days' notice to the Issuer Trustee and the Noteholders in accordance with the Notices Condition of its intention to redeem all (but not some only) of the Notes in each Class; and
- 9.7.5 that prior to giving any such notice, the Issuer has provided to the Issuer Trustee:
- (a) a legal opinion (in form and substance satisfactory to the Issuer Trustee) from a firm of lawyers in The Netherlands (approved in writing by the Issuer Trustee), opining on the relevant change in Tax law;
  - (b) a certificate signed by all managing directors of the Issuer to the effect that the obligation to make a Tax Deduction cannot be avoided; and
  - (c) a certificate signed by all managing directors of the Issuer to the effect that the Issuer will have the funds on the Notes Payment Date, not subject to the interest of any other person, required to redeem the Notes pursuant to this Condition and meet its payment obligations of a higher priority under the Issuer Income Priority of Payments and the Issuer Redemption Priority of Payments.
- 9.8 ***Conclusiveness of certificates and legal opinions:*** Any certificate and legal opinion given by or on behalf of the Issuer pursuant to Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*) and Condition 9.7 (*Optional Redemption - Tax Call*) may be relied on by the Issuer Trustee without further investigation and shall be conclusive and binding on the Noteholders and on the other Issuer Secured Creditors.
- 9.9 ***Notice of Calculation:*** The Issuer will cause each calculation of a Note Principal Payment and Principal Amount Outstanding in relation to each class to be notified immediately after calculation to the Issuer Trustee, the Paying Agents and, for so long as the Notes are listed on the Stock Exchange, the Stock Exchange and will immediately cause details of each calculation of a Note Principal Payment and Principal Amount Outstanding in relation to each class to be published in accordance with the Notices Condition by not later than three Business Days prior to each Notes Payment Date.
- 9.10 ***Notice of no Note Principal Payment:*** After the expiry of the Revolving Period, if no Note Principal Payment is due to be made on the Notes in relation to any class on any Notes Payment Date, a notice to this effect will be given to the Noteholders in accordance with the Notices Condition by not later than three Business Days prior to such Notes Payment Date.
- 9.11 ***Notice irrevocable:*** Any such notice as is referred to in Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*), Condition 9.7 (*Optional Redemption - Tax Call*) or Condition 9.9 (*Notice of Calculation*) shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes to which such notice relates at their Principal Amount Outstanding if effected pursuant to Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*) or Condition 9.7 (*Optional Redemption - Tax Call*) and in an amount equal to the Note Principal Payment in respect

of each Note calculated as at the related Notes Calculation Date if effected pursuant to Condition 9.2 (*Mandatory Redemption in part*).

- 9.12 **Purchase and cancellation:** The Issuer may on any Notes Payment Date purchase Notes using Issuer Available Redemption Funds provided that all of the Notes in each class in respect of which payment of principal ranks in order of priority ahead of payment of principal in respect of the Notes to be purchased have been redeemed and/or purchased in full and, in the case of any purchase of Definitive Notes, all unmatured Coupons, Receipts and Talons appertaining thereto are attached thereto or surrendered therewith.
- 9.13 **Issuer may purchase Notes:** The Issuer may purchase Notes using Issuer Available Redemption Funds on any Notes Payment Date in lieu of redeeming Notes in accordance with Condition 9.2 (*Mandatory Redemption in part*).
- 9.14 **Restrictions on purchase price:** The Issuer may not purchase any Note of a class if the purchase price for such Note (after deducting the accrued interest and expenses in relation to such purchase) would be more than the Principal Amount Outstanding of such Note as at the date of purchase of such Note.
- 9.15 **Cancellation of purchased or redeemed Notes:** All Notes purchased by the Issuer or redeemed in full will be cancelled forthwith by the Issuer, together with all unmatured Coupons, Receipts and Talons appertaining thereto or surrendered therewith, and no such Instruments may be reissued or resold.

## 10. Limited Recourse

- 10.1 Each of the Noteholders agrees with the Issuer that notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders, including, without limitation, the Issuer Principal Liabilities, are limited in recourse as set out below:
- 10.1.1 it will have a claim (*verhaalsrecht*) only in respect of the Issuer Secured Property and will not have any claim, by operation of law or otherwise, against, or recourse to any of the Issuer's other assets or its contributed capital;
- 10.1.2 sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Noteholder and (b) the aggregate amounts received, realised or otherwise recovered by or for the account of the Issuer in respect of the Issuer Secured Property whether pursuant to enforcement of the Issuer Security or otherwise, net of any sums which are payable by the Issuer in accordance with the Issuer Priorities of Payments in priority to or *pari passu* with sums payable to such Noteholder; and
- 10.1.3 upon the Issuer Trustee giving written notice to the Noteholders that it has determined in its sole opinion, and the Issuer Administrator having certified to the Issuer Trustee, that there is no reasonable likelihood of there being any further realisations in respect of the Issuer Secured Property (whether arising from an enforcement of the Issuer Security or otherwise) which would be available to pay amounts outstanding under the Relevant Transaction

Documents and the Notes, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be discharged in full.

## 11. **Payments**

11.1 **Principal:** Payments of principal shall be made only against:

11.1.1 (in the case of final redemption, provided that payment is made in full) presentation and surrender of the relevant Notes; and

11.1.2 in respect of any Note Principal Payment which becomes due on a Notes Payment Date, presentation and (in the case of payment in full) surrender of the appropriate Receipts,

at the Specified Offices of the Paying Agents outside the United States, by transfer to an account in euro maintained by the payee with a bank in a city in which banks have access to TARGET2.

11.2 **Interest:** Payments of interest shall, subject to Condition 11.6 (*Payments on business days*), be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Offices of the Paying Agents outside the United States in the manner described in Condition 11.1 (*Principal*).

11.3 **Payments subject to fiscal laws:** All payments in respect of the Notes are subject in each case to any applicable fiscal or other laws and regulations. No commissions or expenses shall be charged to the Instrumentholders in respect of such payments.

11.4 **Unmatured Receipts Void:** On the due date for final redemption of any Note pursuant to Condition 9.1 (*Final Redemption*) or early redemption of such Note pursuant to Condition 9.2 (*Mandatory Redemption in part*), Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*), Condition 9.7 (*Optional Redemption - Tax Call*) or Condition 13 (*Issuer Default*), all unmatured Receipts relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

11.5 **Unmatured Coupons Void:** On the due date for final redemption of any Note pursuant to Condition 9.2 (*Mandatory Redemption in part*) or early redemption of such Note pursuant to Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*), Condition 9.7 (*Optional Redemption - Tax Call*) or Condition 13 (*Issuer Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

11.6 **Payments on business days:** If any Note, Receipt or Coupon is presented for payment on a day which is not a business day in the place of presentation, payment shall not be made on such day but on the first succeeding business day in such place and no further interest or other payment in respect of any such delay shall be due in respect of such Note, Receipt or Coupon.

11.7 **Business Days:** In this Condition 11, "**business day**" means, in respect of any place of presentation, any day on which banks are open for presentation and payment of bearer

debt securities and for dealings in foreign currencies in such place of presentation and on which TARGET2 is open.

- 11.8 **Other Interest:** Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States.
- 11.9 **Partial Payments:** If the Principal Paying Agent makes a partial payment in respect of any Note, Receipt or Coupon presented to it for payment, it will endorse on such Note, Receipt or Coupon a statement indicating the amount and date of such payment.
- 11.10 **Exchange of Talons:** On or after the Notes Payment Date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent for a further Coupon Sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 18 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.
- 11.11 **Notifications to be final:** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition, whether by the Reference Banks (or any of them) and the Paying Agents or the Issuer Trustee shall (in the absence of any Breach of Duty and manifest error) be binding on the Issuer and all Noteholders and Couponholders and (in the absence of any Breach of Duty and manifest error) no liability to the Issuer Trustee, the Noteholders or the Couponholders shall attach to the Reference Banks and the Paying Agents or the Issuer Trustee in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions under this Condition 11.

## 12. **Taxation**

- 12.1 **Payments free of Tax:** All payments of principal and interest in respect of the Notes Receipts, Coupons or Talons shall be made free and clear of, and without withholding or deduction for, any Taxes imposed, levied, collected, withheld or assessed by The Netherlands or any political subdivision or any authority thereof or therein having power to tax, unless the Issuer, the Issuer Trustee or the Paying Agents (as the case may be) are required by law to make any Tax Deduction. In that event, the Issuer, the Issuer Trustee or the Paying Agents (as the case may be) shall make such payments after such Tax Deduction and shall account to the relevant authorities for the amount so withheld or deducted.
- 12.2 **No payment of additional amounts:** Neither the Issuer, the Issuer Trustee nor the Paying Agents will be obliged to pay any additional amounts to the Noteholders as a result of any such Tax Deduction.
- 12.3 **Taxing Jurisdiction:** If the Issuer becomes subject at any time to any taxing jurisdiction other than The Netherlands, references in these Conditions to The Netherlands shall be construed as references to The Netherlands and/or such other jurisdiction.

12.4 ***Tax Deduction not Issuer Default:*** Notwithstanding that the Issuer Trustee, the Issuer or the Paying Agents are required to make a Tax Deduction this shall not constitute an Issuer Default.

13. **Issuer Default**

13.1 ***Issuer Default:*** Subject to the other provisions of this Condition, each of the following events shall be treated as an Issuer Default:

13.1.1 *Non-payment:* the Issuer fails to pay any amount of principal or interest in respect of the Notes within 7 Business Days of the due date for such payment;

13.1.2 *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Relevant Transaction Documents, Notes or in respect of the Issuer Covenants and such default (a) is, in the opinion of the Issuer Trustee, incapable of remedy or (b) being a default which is, in the opinion of the Issuer Trustee, capable of remedy, remains unremedied for 20 Business Days after the Issuer Trustee has given written notice of such default to the Issuer;

13.1.3 *Insolvency Event:* an Insolvency Event occurs in relation to the Issuer; or

13.1.4 *Unlawfulness:* it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Relevant Transaction Documents.

13.2 ***Delivery of Issuer Enforcement Notice:*** If an Issuer Default occurs and is continuing, the Issuer Trustee may at its discretion and shall:

13.2.1 if so requested in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of outstanding Notes; or

13.2.2 if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of outstanding Notes;

deliver an Issuer Enforcement Notice to the Issuer.

13.3 ***Conditions to delivery of Issuer Enforcement Notice:*** Notwithstanding Condition 13.2 (*Delivery of Issuer Enforcement Notice*) the Issuer Trustee shall not be obliged to deliver an Issuer Enforcement Notice unless:

13.3.1 in the case of the occurrence of any of the events mentioned in Condition 13.1.2 (*Breach of other obligations*), the Issuer Trustee shall have certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Noteholders; and

13.3.2 it shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

13.4 ***Consequences of delivery of Issuer Enforcement Notice:*** Upon the delivery of an Issuer Enforcement Notice, the Notes of each class shall become immediately due and payable without further action or formality at their Principal Amount Outstanding together with any accrued Deferred Interest Amount Arrears.

14. **Enforcement**

14.1 ***Proceedings:*** The Issuer Trustee may at its discretion and without further notice, institute such proceedings as it thinks fit to enforce its rights under the Issuer Trust Deed in respect of the Notes of each class and under the other Relevant Transaction Documents, but it shall not be bound to do so unless:

14.1.1 so requested in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of outstanding Notes; or

14.1.2 so directed by an Extraordinary Resolution of the Noteholders of the Most Senior Class of outstanding Notes;

and in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

14.2 ***Directions to the Issuer Trustee:*** If the Issuer Trustee shall take any action described in Condition 14.1 (*Proceedings*) it may take such action without having regard to the effect of such action on individual Instrumentholders or any other Issuer Secured Creditor, provided that so long as any of the Most Senior Class of Notes are outstanding, the Issuer Trustee shall not, and shall not be bound to, act at the request or direction of the Noteholders of any other class of Notes unless:

14.2.1 to do so would not, in its opinion, be materially prejudicial to the interests of the Noteholders of the classes of Notes ranking senior to such other class; or

14.2.2 (if the Issuer Trustee is not of that opinion) such action is sanctioned by an Extraordinary Resolution of the Noteholders of the Notes ranking senior to such other class.

14.3 ***Restrictions on disposal of Issuer's assets:*** If an Issuer Enforcement Notice has been delivered by the Issuer Trustee otherwise than by reason of non-payment of any amount due in respect of the Notes or an Insolvency Event, the Issuer Trustee will not be entitled to dispose of the Issuer Secured Property or any part thereof (apart from monies standing to the credit of the Liquidity Standby Ledger and required to be repaid to the Liquidity Facility Provider in accordance with the Liquidity Facility Agreement) unless either:

14.3.1 a sufficient amount would be realised to allow payment in full of all amounts owing to the Noteholders and the Couponholders of each class after payment of all other claims ranking in priority to the Notes in accordance with the Issuer Enforcement Priority of Payments; or

14.3.2 the Issuer Trustee is of the opinion, which shall be binding on the Noteholders and the other Issuer Secured Creditors, reached after considering at any time

and from time to time the advice of an investment bank or other financial adviser selected by the Issuer Trustee, (and if the Issuer Trustee is unable to obtain such advice having made reasonable efforts to do so this Condition 14.3.2 shall not apply) that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of the Notes and the Coupons of each class after payment of all other claims ranking in priority to the Notes in accordance with the Issuer Enforcement Priority of Payments.

and the Issuer Trustee shall not be bound to make the determination contained in Condition 14.3.2 unless the Issuer Trustee shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

**15. No action by Noteholders, Couponholders or any other Issuer Secured Creditor**

15.1 Only the Issuer Trustee may pursue the remedies available under the general law or under the Relevant Transaction Documents to enforce the Issuer Security and no Noteholder, Couponholder or other Issuer Secured Creditor shall be entitled to proceed directly against the Issuer to enforce the Issuer Security. In particular, none of the Noteholders and Couponholders or any other Issuer Secured Creditor (nor any person on its or their behalf, other than the Issuer Trustee where appropriate) are entitled:

15.1.1 otherwise than as permitted by these Conditions, to direct the Issuer Trustee to enforce the Issuer Security or take any proceedings against the Issuer to enforce the Issuer Security;

15.1.2 to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due by the Issuer to such Noteholders and Couponholders or any other Issuer Secured Creditors; or

15.1.3 until the date falling two years after the Final Discharge Date, to initiate or join any person in initiating any Insolvency Proceeding in relation to the Issuer; or

15.1.4 to take or join in the taking of any steps or proceedings which would result in the Issuer Priorities of Payments not being observed.

**16. Meetings of Noteholders**

16.1 **Convening:** The Issuer Trust Deed contains "**Provisions for Meetings of Noteholders**" for convening separate or combined meetings of Noteholders of any class to consider matters relating to the Notes, including the modification of any provision of these Conditions or the Issuer Trust Deed, which modification may be made if sanctioned by an Extraordinary Resolution.

- 16.2 ***Separate and combined meetings:*** The Issuer Trust Deed provides that:
- 16.2.1 an Extraordinary Resolution which in the opinion of the Issuer Trustee affects the Notes of only one class shall be transacted at a separate meeting of the Noteholders of that class;
  - 16.2.2 an Extraordinary Resolution which in the opinion of the Issuer Trustee affects the Noteholders of more than one class of Notes but does not give rise to an actual or potential conflict of interests between the Noteholders of one class of Notes and the holders of another class of Notes shall be transacted either at separate meetings of the Noteholders of each such class or at a single meeting of the Noteholders of all such classes of Notes as the Issuer Trustee shall determine in its absolute discretion; and
  - 16.2.3 an Extraordinary Resolution which in the opinion of the Issuer Trustee affects the Noteholders of more than one class and gives rise to any actual or potential conflict of interest between the Noteholders of one class of Notes and the Noteholders of any other class of Notes shall be transacted at separate meetings of the Noteholders of each such class.
- 16.3 ***Request from Noteholders:*** A meeting of Noteholders of a particular class may be convened by the Issuer Trustee or the Issuer at any time and must be convened by the Issuer Trustee (subject to its being indemnified and/or secured to its satisfaction) upon the request in writing of Noteholders of a particular class holding not less than 10% of the aggregate Principal Amount Outstanding of the outstanding Notes of that class.
- 16.4 ***Quorum:*** The quorum at any meeting convened to vote on:
- 16.4.1 an Extraordinary Resolution, other than regarding a Reserved Matter, relating to a meeting of a particular class or classes of the Notes will be two or more persons holding or representing a majority of the Principal Amount Outstanding of the outstanding Notes in that class or those classes or, at any adjourned meeting, two or more persons being or representing Noteholders of that class or those classes, whatever the Principal Amount Outstanding of the outstanding Notes so held or represented in such class or classes; and
  - 16.4.2 an Extraordinary Resolution relating to a Reserved Matter (which must be proposed separately to each class of Noteholders) will be two or more persons holding or representing in the aggregate 75% of the Principal Amount Outstanding of the outstanding Notes in the relevant class or classes or, at any adjourned meeting, two or more persons holding or representing not less than in the aggregate 33<sup>1/3</sup>% of the Principal Amount Outstanding of the outstanding Notes in the relevant class or classes.
- 16.5 ***Relationship between classes:*** In relation to each class of Notes:
- 16.5.1 no Extraordinary Resolution involving a Reserved Matter that is passed by the holders of one class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes (to the extent that there are outstanding Notes in each such other classes);

- 16.5.2 no Extraordinary Resolution to approve any matter other than a Reserved Matter of any class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes ranking senior to such class (to the extent that there are outstanding Notes ranking senior to such class) unless the Issuer Trustee considers that none of the holders of each of the other classes of Notes ranking senior to such class would be materially prejudiced by the absence of such sanction; and
- 16.5.3 any resolution passed at a Meeting of Noteholders of one or more classes of Notes duly convened and held in accordance with the Issuer Trust Deed shall be binding upon all Noteholders of such class or classes, whether or not present at such Meeting and whether or not voting and upon all Couponholders of such class or classes and Receiptholders of such class or classes and, except in the case of a meeting relating to a Reserved Matter, any resolution passed at a meeting of the holders of the Most Senior class of Notes duly convened and held as aforesaid shall also be binding upon the holders of all the other classes of Notes and the holders of the Coupons and Receipts relating thereto.
- 16.6 **Resolutions in writing:** A Written Resolution shall take effect as if it were an Extraordinary Resolution.
17. **Modification and Waiver**
- 17.1 **Modification:** The Issuer Trustee may at any time and from time to time, without the consent or sanction of the Instrumentholders or any other Issuer Secured Creditor, concur with the Issuer and any other relevant parties in making:
- 17.1.1 any modification to these Conditions, the Relevant Transaction Documents (other than in respect of a Reserved Matter or any provisions of the Relevant Transaction Documents referred to in the definition of a Reserved Matter), the Notes or the other Relevant Transaction Documents in relation to which its consent is required which, in the opinion of the Issuer Trustee, it may be proper to make and will not be materially prejudicial to the holders of the Most Senior Class of outstanding Notes; or
- 17.1.2 any modification to these Conditions, the Relevant Transaction Documents in relation to which its consent is required, if, in the opinion of the Issuer Trustee, such modification is of a formal, minor or technical nature, is made to correct a manifest error or is necessary or desirable for the purposes of clarification.
- 17.2 **Waiver:** In addition, the Issuer Trustee may, without the consent of the Instrumentholders or any other Issuer Secured Creditor concur with the Issuer or any other relevant parties in authorising or waiving any proposed breach or breach of the covenants or provisions contained in the Relevant Transaction Documents or the Notes (including an Issuer Default) if, in the opinion of the Issuer Trustee, the holders of the Most Senior Class of outstanding Notes will not be materially prejudiced by such waiver.
- 17.3 **Restriction on power to waive:** The Issuer Trustee shall not exercise any powers conferred upon it by Condition 17.2 (*Waiver*) in contravention of any express direction

by an Extraordinary Resolution of the holders of the Most Senior Class of outstanding Notes or of a request or direction in writing made by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of outstanding Notes, but so that no such direction or request shall affect (a) any authorisation, waiver or determination previously given or made or (b) shall authorise or waive any such proposed breach or breach relating to a Reserved Matter unless the holders of each class of outstanding Notes has, by Extraordinary Resolution, so authorised its exercise.

17.4 **Notification:** Unless the Issuer Trustee otherwise agrees, the Issuer shall cause any such authorisation, waiver, modification or determination to be notified to the Noteholders and the other Issuer Secured Creditors in accordance with the Notices Condition and the Relevant Transaction Documents, as soon as practicable after it has been made.

17.5 **Binding Nature:** Any authorisation, waiver, determination or modification referred to in Condition 17.1 (*Modification*) or Condition 17.2 (*Waiver*) shall be binding on the Instrumentholders and the other Issuer Secured Creditors.

## 18. **Prescription**

18.1 **Principal:** Claims for principal in respect of Notes shall become void unless the relevant Notes (and, in the case of any Note Principal Payment which became due on an Notes Payment Date, the relevant Receipts) are presented for payment and surrendered within 5 years of the appropriate Relevant Date.

18.2 **Interest:** Claims for interest in respect of Notes, shall become void unless the relevant Coupons are presented for payment and surrendered within 5 years of the appropriate Relevant Date.

## 19. **Replacement of Instruments**

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, subject to all applicable laws and Stock Exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Instruments must be surrendered before replacements will be issued.

## 20. **Issuer Trustee and Paying Agents**

20.1 **Issuer Trustee's right to Indemnity:** Under the Relevant Transaction Documents, the Issuer Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid or reimbursed for any Liabilities incurred by it in priority to the claims of the Noteholders. In addition, the Issuer Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

20.2 **Issuer Trustee not responsible for loss or for monitoring:** The Issuer Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of the Issuer Secured Property or any documents of title thereto being uninsured or inadequately insured or being held by or to the order of the Issuer Administrator or by

any person on behalf of the Issuer Trustee. The Issuer Trustee shall not be responsible for monitoring the compliance by any of the other Transaction Parties with their obligations under the Relevant Transaction Documents.

20.3 ***Appointment and Removal of Director of the Issuer Trustee***

The power of appointing a new director of the Issuer Trustee shall be vested in the board of directors of the Issuer Trustee, but the Management Agreement (Issuer Trustee) provides that no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding in accordance with the Issuer Trust Deed. Any appointment of a new director of the Issuer Trustee shall as soon as practicable thereafter be notified by the Issuer to the Principal Paying Agent, Fitch and the Noteholders. The holders of the Most Senior Class of Notes then outstanding shall together have the power, exercisable by Extraordinary Resolution to remove any director of the Issuer Trustee. Pursuant to the Issuer Trust Deed, the removal of any director of the Issuer Trustee shall not be effected unless either another existing director of the Issuer Trustee remains in office after such removal or a new director of the Issuer Trustee has been duly appointed.

20.4 ***Regard to classes of Noteholders:*** In the exercise of its powers and discretions under these Conditions and the Issuer Trust Deed, the Issuer Trustee will:

20.4.1 have regard to the interests of each class of Noteholders as a class and will not be responsible for any consequence for individual Instrumentholders as a result of such holders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction; and

20.4.2 have regard only to the holders of the Most Senior Class of outstanding Notes and will not have regard to any lower ranking class of Notes nor to the interests of the other Issuer Secured Creditors except to ensure the application of the Issuer's funds after the delivery of an Issuer Enforcement Notice in accordance with the Issuer Enforcement Priority of Payments.

20.5 ***Paying Agents solely agents of Issuer:*** In acting under the Agency Agreement and in connection with the Instruments, the Paying Agents act solely as agent of the Issuer and (to the extent provided therein) the Issuer Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Instrumentholders.

20.6 ***Initial Paying Agents:*** The initial Paying Agents and their initial Specified Offices are listed below at:

**Principal Paying Agent: Kas Bank**  
Spuistraat 172  
1012 VT Amsterdam  
The Netherlands

**Irish Paying Agent: Deutsche Bank International Corporate Services Limited**  
5 Harbourmaster Place  
IFSC  
Dublin 1

## Ireland

The Issuer reserves the right (with the prior written approval of the Issuer Trustee) to vary or terminate the appointment of any Paying Agent and to appoint a successor principal paying agent and additional or successor paying agents at any time, having given not less than 30 days notice to such Paying Agent.

20.7 ***Maintenance of Paying Agents:*** The Issuer shall at all times:

20.7.1 maintain an Irish Paying Agent and a Principal Paying Agent.

20.7.2 ensure that, so long as the Notes are listed, quoted and/or traded on or by any competent listing authority, on any stock exchange or quotation system, there will at all times be a Paying Agent with a Specified Office in such place as may be required by the rules and regulations of the relevant competent authority or stock exchange.

20.7.3 ensure that it maintains a Paying Agent in an EU Member State that will not be obliged to withhold or deduct tax pursuant to the Savings Directive or any other directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such directive.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with the Notices Condition.

21. **Substitution of Issuer**

21.1 ***Substitution of Issuer:*** The Issuer Trustee may, without the consent of the Instrumentholders or any other Issuer Secured Creditor, subject to:

21.1.1 the consent of the Issuer; and

21.1.2 such further conditions as are specified in the Issuer Trust Deed (including Fitches confirmation that the Notes will not be downgraded),

agree to the substitution of a Substituted Obligor in place of the Issuer as the principal debtor in respect of the Relevant Transaction Documents, the Notes, the Issuer Principal Liabilities and the Issuer Secured Obligations.

21.2 ***Notice of Substitution of Issuer:*** Not later than 14 days after any substitution of the Issuer in accordance with this Condition, the Substituted Obligor shall cause notice of such substitution to be given to the Noteholders and the other Issuer Secured Creditors in accordance with the Notices Condition and the other Relevant Transaction Documents.

21.3 ***Change of Law:*** In the case of a substitution pursuant to this Condition, the Issuer Trustee may in its absolute discretion agree, without the consent of the Instrumentholders or the other Issuer Secured Creditors to a change of the law governing the Instruments and/or any of the Relevant Transaction Documents provided that such change would not, in the opinion of the Issuer Trustee, be materially prejudicial to the interests of the holders of the Most Senior Class of outstanding Notes, provided that Fitch is notified.

21.4 **No indemnity:** No Instrumentholder shall, in connection with any such substitution, be entitled to claim from the Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon individual Instrumentholders.

22. **Notices**

22.1 **Valid Notices:** Notices to the Noteholders shall be valid if published:

22.1.1 in a leading daily newspaper published in The Netherlands (which is expected to be *Het Financieele Dagblad*) and, if the Notes are listed on the Stock Exchange and the rules of that exchange so require, a leading newspaper having general circulation in Dublin (which is expected to be *The Irish Times*) or, in either case, if such publication is not practicable, in another appropriate newspaper having general circulation in The Netherlands or, as the case may be, Dublin, previously approved in writing by the Issuer Trustee; or

22.1.2 on the Relevant Screen.

Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

Whilst the Notes are represented by Global Notes held by Euroclear Netherlands, notices to Noteholders will be valid if published as described above, for so long as the rules of the Stock Exchange so require, and if delivered to Euroclear Netherlands for communication by it to the Noteholders. Any notice delivered to Euroclear Netherlands as aforesaid shall be deemed to have been given on the date of such delivery.

22.2 **Date of publication:** Any notices so published shall be deemed to have been given on the date on which it was so sent or, as the case may be, on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which publication is required or on the Relevant Screen.

22.3 **Other Methods:** The Issuer Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or to a class or category of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the Stock Exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Issuer Trustee shall require.

22.4 **Couponholders deemed to have notice:** The Couponholders and Receiptholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition.

22.5 **Notices to Stock Exchange and Fitch:** A copy of each notice given in accordance with this Condition 22 shall be provided to Fitch and the Stock Exchange for so long as the Notes are listed on the Stock Exchange and the rules of the Stock Exchange so require.

23. **Further Notes**

23.1 **Right to issue Further Notes:** The Issuer may, from time to time, without the consent of the Noteholders or the other Secured Creditors and in accordance with the Issuer Trust Deed, create and issue Further Notes having the same terms and conditions as the Notes in all respects including the benefit of the Security (except in respect of the date of the first payment of interest) so as to be consolidated and form a single series with such Notes, subject to Rating Agency Confirmation.

23.2 **Cancellation of right to issue Further Notes:** At any time prior to the last day of the Further Issue Period, the Issuer may, upon irrevocable notice to the Issuer Trustee and in accordance with the Issuer Trust Deed, cancel its right to issue Further Notes (but without prejudice to any previous exercise in part of such right). As soon as practicable after any such cancellation in accordance with this Condition, the Issuer will notify the Noteholders in accordance with the Notices Condition of the date from which such cancellation shall have effect.

24. **Governing Law and Jurisdiction**

24.1 **Governing law:** The Transaction Documents and the Notes are governed by, and shall be construed in accordance with, Dutch law other than the Interest Rate Swap Agreement, which is governed by, and shall be construed in accordance with, English law.

24.2 **Jurisdiction:** In relation to any legal action or proceedings arising out of or in connection with the Instruments, the Issuer irrevocably submits to the jurisdiction of the court of first instance (*rechtbank*) in Amsterdam, The Netherlands. This submission is made for the exclusive benefit of the Noteholders and the Issuer Trustee and shall not affect their right to take such action or bring such proceedings in any other court of competent jurisdiction. The Issuer has in each of the Relevant Transaction Documents irrevocably submitted to the jurisdiction of such court other than the Interest Rate Swap Agreement, in which the Issuer has irrevocably submitted to the jurisdiction of the English courts.

**ANNEX 1**

**MASTER DEFINITIONS SCHEDULE**

*[The Master Definitions Schedule appears at the back of this 2008 Dutch Prospectus as Schedule I]*

*[Remainder of page intentionally left blank.]*

### 1.3 EXPECTED AMORTISATION PROFILE OF THE NOTES

This Section is based on certain assumptions and should not be read as a forecast or profit estimate in respect of the Notes.

<b>Period</b>	<b>Principal Balance Class A Notes</b>	<b>Principal Balance Class B Notes</b>	<b>Principal Balance Class C Notes</b>	<b>Principal Balance Class D Notes</b>
24-Jan-07	944,500,000	27,000,000	28,500,000	19,500,000
24-Apr-07	944,500,000	27,000,000	28,500,000	19,500,000
24-Jul-07	944,500,000	27,000,000	28,500,000	19,500,000
24-Oct-07	944,500,000	27,000,000	28,500,000	19,500,000
24-Jan-08	944,500,000	27,000,000	28,500,000	19,500,000
24-Apr-08	944,500,000	27,000,000	28,500,000	19,500,000
24-Jul-08	944,500,000	27,000,000	28,500,000	19,500,000
24-Oct-08	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jan-09	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Apr-09	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jul-09	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Oct-09	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jan-10	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Apr-10	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jul-10	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Oct-10	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jan-11	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Apr-11	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jul-11	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Oct-11	1,120,500,000	56,625,000	72,875,000	24,375,000
24-Jan-12	1,025,070,306	56,625,000	72,875,000	24,375,000
24-Apr-12	893,730,560	56,625,000	72,875,000	24,375,000
24-Jul-12	775,029,912	56,625,000	72,875,000	24,375,000
24-Oct-12	661,032,250	56,625,000	72,875,000	24,375,000
24-Jan-13	562,460,449	56,625,000	72,875,000	24,375,000
24-Apr-13	474,992,438	56,625,000	72,875,000	24,375,000
24-Jul-13	400,036,576	56,625,000	72,875,000	24,375,000
24-Oct-13	325,758,443	56,625,000	72,875,000	24,375,000
24-Jan-14	264,566,247	56,625,000	72,875,000	24,375,000
24-Apr-14	210,155,021	56,625,000	72,875,000	24,375,000
24-Jul-14	0	0	0	0

**Assumptions:**

- Prepayment Rate of 4% per annum
- Revolving Period ends on 15 December 2011
- Exercise of Clean-up Call

## **1.4 TAXATION IN THE NETHERLANDS**

*The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this 2008 Dutch Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of Further Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. Save as otherwise indicated, this summary only addresses the position of investors who do not have any connection with The Netherlands other than the holding of Further Notes. Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of Further Notes.*

### **Withholding Tax**

All payments by the Issuer of interest or principal in respect of the Further Notes, Receipts or Coupons can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

### **Taxes on Incomes and Capital Gains**

A holder of Further Notes, Receipts, Coupons or Talons will not be subject to taxation on income or a capital gain in respect of the Further Notes, Receipts, Coupons or Talons, unless:

- (i) the holder is, is deemed to be, or - in case the holder is an individual - has elected to be treated as, resident in The Netherlands for the relevant tax purposes; or
- (ii) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or permanent representative (*vaste vertegenwoordiger*) in The Netherlands; or
- (iii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

### **Gift, Estate or Inheritance Tax**

Dutch gift, estate or inheritance taxes will not be levied on the occasion of the transfer of Further Notes, Receipts, Coupons or Talons, by way of gift by, or on the death of, a holder, unless:

- (i) the holder is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or as a gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions; or

- (iii) the Further Notes, Receipts, Coupons or Talons are attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment or a permanent representative in The Netherlands.

### **Value Added Tax**

The issuance or transfer of Further Notes, Receipts, Coupons or Talons, or the payment of interest or principal in respect of Further Notes, Receipts or Coupons will not be subject to value added tax in The Netherlands.

### **Other Taxes and Duties**

The subscription, issue, placement, allotment, delivery or transfer of Further Notes, Receipts, Coupons or Talons, and the performance of the Issuer's obligations under the Further Notes, Receipts, Coupons or Talons will not be subject to registration tax, stamp duty, transfer tax or any other similar tax or duty payable in The Netherlands.

### **Residence**

A holder of Further Notes, Receipts, Coupons or Talons will not be, or deemed to be, resident in The Netherlands for tax purposes, and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of Further Notes, Receipts, Coupons or Talons or the execution, performance, delivery and/or enforcement of the Further Notes, Receipts, Coupons or Talons.

### **Savings Directive**

In accordance with the Savings Directive, The Netherlands will provide to the tax authorities of another European Union member state (and certain non-European Union states and associated territories specified in said directive) details of payments of interest or other similar income paid by a person within The Netherlands to, or collected by such a person for, an individual resident in such other state.

## **1.5 SUBSCRIPTION AND SALE**

The Notes Purchaser has, under the 2008 Note Purchase Agreement, agreed with the Issuer to purchase the Further Notes at the issue price of 100% of their initial principal amount, subject to certain conditions contained therein.

The Issuer has agreed to indemnify the Notes Purchaser against certain liabilities incurred in connection with the offer and sale of the Further Notes.

The 2008 Note Purchase Agreement is subject to a number of conditions and may be terminated by the Notes Purchaser in certain circumstances prior to payment for the Further Notes to the Issuer.

Attention is also drawn to the information set out on page 2 *et seq.* of this 2008 Dutch Prospectus.

### **United Kingdom**

The Notes Purchaser has represented to and agreed with the Issuer, amongst other things, that:

- (i) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Further Notes in, from or otherwise involving the United Kingdom; and
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Further Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

### **The United States of America**

The Notes Purchaser has represented to and agreed with the Issuer, among other things, that it has not offered or sold, and will not offer or sell, the Further Notes as part of its initial distribution at any time, except in offshore transactions and in accordance with Rule 903 of Regulation S under the Securities Act and, accordingly, that neither it nor any of its affiliates (including any person acting on its behalf or any of its affiliates) has engaged or will engage in any directed selling efforts (as such term is defined in the Securities Act) or in any form of general solicitation or general advertising (as those terms are used in Regulation D) in the United States with respect to the Further Notes.

In addition, the Notes Purchaser has represented and agreed with the Issuer that:

- (i) except to the extent permitted under the D Rules, (a) it has not offered or sold, and during the restricted period that it will not offer or sell, any Further Notes to a person who is within the United States or its possessions or to a U.S. person, and (b) it has not delivered and will not deliver in definitive form within the United States or its possessions any Further Notes that are sold during the restricted period;
- (ii) it has, and throughout the restricted period it will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling

Further Notes are aware that the Further Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a U.S. person, except as permitted by the D Rules;

- (iii) with respect to each affiliate which acquires Further Notes from it for the purpose of offering or selling such Further Notes during the restricted period, it has either (a) repeated and confirmed the representations and agreements contained in paragraphs (i) and (ii) on its own behalf or (b) agreed that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in paragraphs (i) and (ii); and
- (iv) it has not entered and will not enter into any contractual arrangement with a distributor (as that term is defined for the purposes of the D Rules) with respect to the distribution of Further Notes, except with its affiliates or with the prior written consent of the Issuer.

Terms used in this Section have the meanings given to them by the Securities Act and Regulation S and by the United States Internal Revenue Code 1986, as amended, and regulations thereunder, including the D Rules.

### **Ireland**

The Notes Purchaser has represented warranted and agreed with the Issuer that:

- (i) it will not underwrite the issue of, or place the Further Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3), including, without limitation, Regulations 7 and 152 thereof or any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998;
- (ii) it will not underwrite the issue of, or place, the Further Notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942 - 1998 (as amended) and any codes of conduct rules made under Section 117(1) thereof;
- (iii) it will not underwrite the issue of, or place, or do anything in Ireland in respect of the Further Notes otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 and any rules issued under Section 51 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005, by the Financial Regulator; and
- (iv) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Further Notes, otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued under Section 34 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005 by the Financial Regulator.

### **General**

Except for listing the Further Notes on the official list of the Stock Exchange, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Further

Notes, or the possession, circulation or distribution of this 2008 Dutch Prospectus or any other material relating to the Issuer or the Further Notes in any jurisdiction where action for that purpose is required. This 2008 Dutch Prospectus does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised. Accordingly, the Further Notes may not be offered or sold, directly or indirectly, and neither this 2008 Dutch Prospectus nor any other offering material or advertisement in connection with the Further Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

The Notes Purchaser has undertaken not to offer or sell any of the Further Notes, or to distribute this document or any other material relating to the Further Notes, in or from any jurisdiction except under circumstances that will result in compliance with applicable law and regulations.

## **1.6 APPLICATION OF PROCEEDS**

The proceeds of the issue of the Further Notes will in part be (i) applied in payment of certain costs and expenses and (ii) deposited into the Issuer Account for credit to the Excess Spread Ledger. The net, remaining proceeds will amount to €250,000,000 and will be lent by way of the Further Issuer Loan to the Purchaser and will be distributed in accordance with the Defeasance Covenant. On the Closing Date the Purchaser will use such proceeds, together with proceeds of the LPNL Facility to be received on the Closing Date, also in accordance with the Defeasance Covenant, to fund Defeasance Assumption Amounts under the Defeasance Covenant.

## 1.7 ISSUER TRUSTEE

The trustee under the Issuer Trust Deed (the "**Issuer Trustee**") is Stichting Trustee Bumper I, a foundation (*stichting*) established under the laws of The Netherlands on 12 December 2006. It has its registered office at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and is registered with the Commercial Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 34261642.

The objects of the Issuer Trustee are:

- (a) to act as agent and/or trustee in favour of holders of bonds, notes and other evidences of indebtedness, to be issued by the private company with limited liability: Bumper I B.V., with statutory seat in Amsterdam, as well as towards other creditors of the aforementioned company;
- (b) to obtain security rights as an agent and/or trustee and/or for itself;
- (c) perform any (legal) acts, including accepting the "parallel debt" of Bumper I B.V. in order to hold the security rights mentioned under b.;
- (d) to manage, to hold and to enforce the security rights mentioned under b.;
- (e) to borrow or raise money; and
- (f) to perform any and all acts which are related, incidental or which may be conducive to the above.

The sole director of the Issuer Trustee is Europe Management Company B.V. having its registered office at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands. The managing directors of Europe Management Company B.V. are Messrs. M.F. Selhorst, E.P. Knüpfner and W.J. Langeveld.

## **2. OTHER ASPECTS OF ISSUER FUNDING**

### **2.1 LIQUIDITY FACILITY**

The Liquidity Facility Agreement is intended for the purpose of funding any Liquidity Shortfall. Accordingly, the Issuer undertakes to apply amounts raised by it thereunder for such purpose and in accordance therewith and with the Issuer Administration Agreement. The Liquidity Facility is available up to the Available Liquidity Facility from time to time. The Issuer and the Liquidity Facility Provider may, at any time, increase the Liquidity Facility Amount to the amount or percentage requested by the Issuer.

The Liquidity Facility is a 364 day facility, however the Issuer may request the Liquidity Facility Provider to agree to provide a liquidity facility on the same terms as the terms of the Liquidity Facility Agreement and commencing on the Business Day prior to the Liquidity Facility Termination Date. If the Liquidity Facility Provider does not agree to such a renewed revolving liquidity facility agreement then the Issuer may make a Liquidity Standby Drawing unless it has procured a replacement Liquidity facility Provider in the meantime.

There are three types of drawings under the Liquidity Facility Agreement:

- (i) on any Notes Payment Date, the Issuer may make LF Revolving Drawings. LF Revolving Drawings are transferred to the Issuer Account for credit to the Issuer Transaction Ledger and utilised as Issuer Available Income in the relevant Issuer Priority of Payments;
- (ii) the Issuer may make a Liquidity Stand-by Drawing if (a) the Liquidity Facility Provider loses its Minimum Short-term Rating or (b) the Liquidity Facility Termination Date will fall no more than 30 Business Days after the draw down date for such Liquidity Standby Drawing, and, in either such case, the Issuer has not entered into a replacement liquidity facility in accordance with the Liquidity Facility Agreement. The amount of the Liquidity Standby Drawing is equal to the amount of the Available Liquidity Facility. LF Standby Drawings are transferred to the Issuer Account for credit to the Liquidity Standby Ledger; and
- (iii) on any Notes Payment Date the Issuer may utilise amounts standing to the credit of the Liquidity Standby Ledger to compensate any Liquidity Shortfall. LF Standby Ledger Drawings are debited from the Liquidity Standby Ledger to the Issuer Transaction Ledger and utilised as Issuer Available Income in the relevant Issuer Priority of Payments.

Amounts drawn down pursuant to the Liquidity Facility and repaid will be available to be redrawn by the Issuer. Amounts drawn down pursuant to the Liquidity Facility shall be repaid by the Issuer from Issuer Available Income in accordance with the relevant Issuer Priority of Payments.

The Liquidity Facility Agreement will on or prior to the Closing Date be amended in connection with the Further Notes.

## 2.2 INTEREST RATE SWAP

Variances are possible in respect of the rates of interest payable (i) by the Lessees to the Purchaser on Interest Receivables under the Leases and hence on the Issuer Loan Interest Amounts payable by the Purchaser to the Issuer and (ii) by the Issuer on the Notes. Payments of interest due by the Issuer on the Notes are calculated on the basis of the Reference Rate plus a margin. The Issuer has provided a hedge against these variances by entering into the Interest Rate Swap Agreement.

Under the Interest Rate Swap Agreement, the Issuer will pay the Interest Rate Swap Counterparty on a Notes Payment Date and in respect of the relevant Notes Calculation Period, an amount equal to (i) the lower of A and B minus (ii) C, where:

"A" means the result of:

- (a) the aggregate of the Issuer Percentage of (1) the Interest Receivables of the preceding Vehicle Calculation Period and (2) the Purchaser Account Income collected during any Purchaser Calculation Period falling in such Notes Calculation Period, all as calculated on each Purchaser Calculation Date falling in such Notes Calculation Period; plus
- (b) the Issuer Account Income collected during such Notes Calculation Period; minus
- (c) (i) an amount equal to the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Notes Payment Date on which the related Notes Calculation Period starts, less any balance standing to the debit of the Class A Notes Principal Deficiency Ledger and the Class B Notes Principal Deficiency Ledger on the Notes Payment Date on which the related Notes Calculation Period starts, times (ii) the Excess Spread Margin;

"B" means the result of:

- (a) the Issuer Available Income excluding any amounts received from the Interest Rate Swap Counterparty, as calculated on the related Notes Calculation Date; minus
- (b) the aggregate Issuer Expenses due and unpaid to the Issuer Operating Creditors, all as calculated on the related Notes Calculation Period in respect of the first following Notes Payment Date; and

"C" means the Issuer Percentage of the aggregate Purchaser Expenses due and unpaid to the Purchaser Operating Creditors, all as calculated on each Purchaser Calculation Date falling in such Notes Calculation Period in respect of the first following Purchaser Payment Date.

If B falls short of A in respect of any Notes Calculation Period, then the aggregate amount payable by the Interest Rate Swap Counterparty in respect of such Notes Calculation Period will be decreased with the equivalent of the shortfall.

In return, the Interest Rate Swap Counterparty will pay the Issuer amounts equal to the scheduled interest due under each class of Notes, calculated by reference to the Note Rate determined as at the relevant Notes Calculation Date in accordance with Condition 8.5 (*Calculation of Note Interest Amount*).

The notional amount under the Interest Rate Swap Agreement, however, will be reduced to the extent amounts are standing to the debit of any of the Classes A through D Principal Deficiency Ledgers.

The Interest Rate Swap Agreement provides that, in the event that any payment by the Issuer to the Interest Rate Swap Counterparty is less than the amount which the Issuer would be required to pay to the Interest Rate Swap Counterparty but for the limited recourse provisions in the Common Terms, the corresponding payment obligation of the Interest Rate Swap Counterparty to the Issuer shall be reduced by an amount equal to such shortfall.

The Interest Rate Swap Agreement will be documented under a 1992 ISDA Master Agreement (Multicurrency-Crossborder) and be governed by English law.

In the event (such event, a "**Fitch Level 1 Downgrade**") that, at any time (x) the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Interest Rate Swap Counterparty are assigned a rating of less than F1 by Fitch; or (y) the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Interest Rate Swap Counterparty are assigned a rating of less than A by Fitch (such ratings together, the "**Fitch Ratings**"); or (z) any such rating is withdrawn by Fitch, then the Interest Rate Swap Counterparty will at its own cost within thirty (30) days of such reduction or withdrawal of any such rating:

- (a) transfer all of its rights and obligations under the Interest Rate Swap Agreement to a replacement third party with a rating of at least as high as the Fitch Ratings;
- (b) procure that a third party that has the Fitch Ratings, unconditionally guarantees the obligations of the Interest Rate Swap Counterparty under the Interest Rate Swap Agreement; or
- (c) post collateral to cover the potential replacement costs of the swap at a minimum amount in accordance with the swap criteria set by Fitch;

provided that: (x) if the Interest Rate Swap Counterparty has suffered a downgrade below a short-term rating of F2 or a long-term rating of BBB+, (such event, a "**Fitch Level 2 Downgrade**"), or where the initial downgrade already took the rating below F2 or BBB+, then only the actions specified in paragraphs (a) and (b) above, are the recommended actions of choice; and (y) the action specified in paragraph (c) above, is acceptable only if the mark-to-market calculations and the correct and timely posting of collateral are verified by an independent third party.

If there is a downgrade (such event a "**Fitch Level 3 Downgrade**"), below a short-term rating of F3 or a long-term rating of BBB-, then only the actions specified in paragraphs (a) and (b) above, are acceptable.

If the Interest Rate Swap Counterparty does not take any of the measures described in subparagraphs (a), (b), (c) or (d) above, whether following a Fitch Level 1 Downgrade, a Fitch Level 2 Downgrade or a Fitch Level 3 Downgrade, such failure shall not be and shall not give rise to, an Event of Default (as defined in the Interest Rate Swap Agreement) but shall constitute an Additional Termination Event (as defined in the

Interest Rate Swap Agreement) with respect to the Interest Rate Swap Counterparty and which shall be deemed to have occurred on the thirtieth (30th) day following the Fitch Level 1 Downgrade, Fitch Level 2 Downgrade or Fitch Level 3 Downgrade, as applicable.

## **2.3 ISSUER WARRANTIES AND COVENANTS**

### **Issuer Warranties**

In the Issuer Trust Deed the Issuer represents and warrants to the Issuer Trustee, amongst other things, that the Issuer Warranties are true and correct on the Closing Date. The Issuer Warranties, as set out in the Issuer Trust Deed, are as follows:

#### **Part A - Corporate**

##### **1. INCORPORATION**

The Issuer is duly incorporated in The Netherlands as a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and with full power and authority to own its property and assets and conduct its business as currently conducted by it as described in the Programme Prospectus.

##### **2. CENTRE OF MAIN INTERESTS**

The Issuer has its "centre of main interests", as that term is used in Article 3(i) of the EU Insolvency Regulation, in The Netherlands.

##### **3. LITIGATION**

No litigation, arbitration or administrative proceedings of or before any court, tribunal or governmental body have been commenced or are pending or threatened (and have been notified in writing) against the Issuer or any of its assets or revenues which if adversely determined would be reasonably likely to have a Material Adverse Effect in respect of the Issuer, the Notes or any Relevant Transaction Document.

##### **4. SOLVENCY**

No Insolvency Event has occurred in respect of the Issuer and no Insolvency Event will occur as a result of the Issuer entering into the Relevant Transaction Documents or issuing the Further Notes on the Closing Date.

##### **5. TAX RESIDENCE**

The Issuer is a company which is and has, since incorporation, been resident for tax purposes solely in The Netherlands.

##### **6. MANAGEMENT AND ADMINISTRATION**

The Issuer's corporate management, the places of residence of the directors of the Issuer, the place at which meetings of the board of directors of the Issuer are held and the place from which the Issuer's interests are administered on a regular basis are all situated in The Netherlands.

##### **7. NO SUBSIDIARIES, EMPLOYEES OR PREMISES**

The Issuer has no branch office in any jurisdiction, no subsidiaries, no employees and no premises.

8. **NO ENCUMBRANCES**

No Encumbrance exists over or in respect of any asset of the Issuer, other than Permitted Encumbrances and Permitted Encumbrances (as defined in the Programme Agreement).

9. **ISSUER'S ACTIVITIES**

The Issuer has not engaged in any activities since its incorporation other than:

- (a) the authorisation and execution of the Relevant Transaction Documents and the Programme Agreement;
- (b) the activities referred to in or contemplated by the Relevant Transaction Documents, the Programme Agreement, the 2006 Dutch Prospectus and the Prospectus; and
- (c) the authorisation and issue by it of the Programme Agreement and the Notes.

10. **CONSENTS**

10.1 The Issuer has obtained and maintains in effect all material authorisations, filings, registrations, qualifications, approvals, licences and consents (the "**Authorisations**") required for the conduct of its business pursuant to any Requirement of Law or any Regulatory Direction applicable to the Issuer in The Netherlands, if failure to obtain or maintain such Authorisations is reasonably likely to have a Material Adverse Effect on the Issuer, the Notes or any Relevant Transaction Document

10.2 The Issuer does not require the consent of any other party or the consent, licence, approval or authorisation of any Governmental Authority in connection with the entering into or performance of the Relevant Transaction Documents or the authorisation and issue of any Notes which would be reasonably likely to have a Material Adverse Effect on the Issuer, the Notes or any Relevant Transaction Document if it does not obtain such consent, licence, approval or authorisation.

11. **NO GOVERNMENTAL INVESTIGATION**

No governmental or official investigation or inquiry concerning the Issuer is, so far as the Issuer is aware, progressing or pending or has been threatened (and have been notified) in writing which would be reasonably likely to have a Material Adverse Effect on the Issuer, the Notes or any Relevant Transaction Document.

**Part B - Transaction Documents**

1. **CORPORATE POWER**

The Issuer has the requisite power and authority to enter into each Relevant Transaction Document and to undertake and perform the obligations expressed to be assumed by it therein and to authorise and issue the Further Notes.

2. **AUTHORISATION**

All acts, conditions and things required to be done, fulfilled and performed in order to:

- (i) enable the Issuer lawfully to enter into each Relevant Transaction Document;
  - (ii) enable the Issuer to exercise its rights under and perform and comply with the obligations expressed to be assumed by it in the Relevant Transaction Documents;
  - (iii) ensure that the obligations expressed to be assumed by it in the Relevant Transaction Documents are legal, valid and binding on it; and
  - (iv) enable the Issuer to authorise and issue the Further Notes,
- have been done, fulfilled and performed.

3. **EXECUTION**

The Relevant Transaction Documents have been duly executed by the Issuer.

4. **NO BREACH OF LAW OR CONTRACT**

The entry by the Issuer into and the execution (and, where appropriate, delivery) of the Relevant Transaction Documents and the performance by the Issuer of its obligations thereunder as well as the authorisation and issue of the Further Notes by the Issuer does not constitute a breach by the Issuer in any material respect of:

- (i) the Issuer's articles of association (*statuten*); or
- (ii) any Requirement of Law or any Regulatory Direction,

where such conflict, breach, infringement, or default is reasonably likely to have a Material Adverse Effect on the Issuer, the Further Notes or any Relevant Transaction Document.

5. **VALID AND BINDING OBLIGATIONS**

The obligations expressed to be assumed by the Issuer under the Relevant Transaction Documents (including but not limited to any Encumbrances created by each of the Issuer Security Documents) are legal and valid obligations binding on it and enforceable against it except as such enforcement may be limited by applicable insolvency law or other similar laws affecting the enforcement of the rights of creditors generally or as set out in the legal opinions referred issued in relation to the Transaction Documents.

6. **NO ADVERSE CHANGE**

Since the date of the Issuer Trust Deed, there has been no adverse change, nor any development involving a prospective adverse change, in or affecting the operations, properties, financial condition or prospects of the Issuer which is material in the context of the issue of the Further Notes.

7. **SECURITY**

Each Issuer Security Document validly creates the Encumbrances in respect of the assets of the Issuer which it purports to create and with the ranking specified therein, subject to the limitations of Dutch law.

8. **RANKING OF CLAIMS**

Under the laws of The Netherlands in force at the date of making this representation, any unsecured and unsubordinated claims of the Issuer Trustee against the Issuer will rank at least *pari passu* with the claims of any other unsecured and unsubordinated creditors of the Issuer save those whose claims are preferred solely by any insolvency law or other similar laws of general application.

9. **CHOICE OF LAW**

In any proceedings taken in relation to the Further Notes and the Relevant Transaction Documents the choice of Dutch law will be recognised and enforced except as such enforcement may be limited by applicable insolvency law or other similar laws affecting the enforcement of the rights of creditors generally or as set out in the legal opinions referred issued in relation to the Further Notes and the Relevant Transaction Documents.

10. **FILINGS**

Save for the Required Filings in respect of the Issuer under the laws of The Netherlands it is not necessary that the Further Notes or any Relevant Transaction Document be filed, with any court or other authority in The Netherlands.

11. **STAMP, REGISTRATION AND SIMILAR TAXES**

Under the laws of The Netherlands, in force at the date hereof, no stamp, registration or similar tax will be payable in connection with the Further Notes or any Relevant Transaction Document.

12. **WITHHOLDING TAX**

Under the laws of The Netherlands, in force at the date hereof, it will not be required to make any Tax Deduction from any payment it may make under the Further Notes or the Relevant Transaction Documents.

13. **ISSUER DEFAULT**

No Issuer Default has occurred.

**Part C - Further Notes and Prospectus**

1. **U.S. SECURITIES LAW**

No registration of any Further Notes under the Securities Act or qualification of either Trust Deed under the United States Trust Indenture Act of 1939, as amended, is required for the offer, sale and delivery of the Further Notes in the manner contemplated by the 2008 Note Purchase Agreement.

The Issuer is not, and after giving effect to any issuance and sale of Further Notes will not be, required to register as an investment company under the Investment Company Act. The Issuer is not, and will not be, controlled by an investment company for purposes of the Investment Company Act.

2. **REGULATION S**

The offer and sale of the Further Notes will meet all of the requirements of Regulation S. The Issuer and its Reg D Affiliates (and any person acting on its or their behalf) will comply with the offering restrictions set forth in Regulation S.

The Issuer is a foreign issuer (as such term is defined in Regulation S) and reasonably believes that there is no substantial U.S. market interest (as such term is defined in Regulation S) in the Further Notes or any other debt securities issued by the Issuer.

3. **DIRECTED SELLING EFFORTS**

Neither the Issuer nor any of its Reg D Affiliates or any person acting on its or their behalf has engaged or will engage in any directed selling efforts (as that term is defined in Regulation S) with respect to the Further Notes, and the Issuer and its Reg D Affiliates and any person acting on its or their behalf has complied with Rule 903 of Regulation S. The Issuer has not entered into any contractual arrangement with respect to the distribution of the Further Notes except for the arrangements with the Notes Purchaser under the 2008 Note Purchase Agreement.

4. **INTEGRATION**

Neither the Issuer nor any of its Reg D Affiliates has, directly or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) that is or will be integrated with the sale of the Further Notes in a manner that would require the registration under the Securities Act of the Further Notes or (ii) engaged in any form of general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offering of the Further Notes or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

5. **VALIDITY OF THE NOTES**

The Further Notes have been duly authorised by the Issuer and, when executed, authenticated and delivered in accordance with the Issuer Trust Deed and the Agency Agreement, will constitute legal, valid, binding and enforceable obligations of the Issuer, except as such enforcement may be limited by applicable insolvency law or other similar laws affecting the enforcement of the rights of creditors generally or as set out in the legal opinions referred issued in relation to the Relevant Transaction Documents and the Further Notes.

6. **THE PROSPECTUS**

In respect of those Sections in the Prospectus for which the Issuer accepts responsibility in the Prospectus: (i) the statements contained in such Sections are, in the context of the

Programme and the issue and offering of Further Notes thereunder, in every material particular true and accurate and not misleading, (ii) there are no other facts in relation to such statements the omission of which would, in the context of the Programme and the issue and offering of Further Notes thereunder, make any such statement misleading and (iii) all reasonable enquiries have been made by it to ascertain such facts and to verify the accuracy of all such statements.

7. **LISTING RULES**

The Prospectus complies with the applicable listing rules of the Stock Exchange.

8. **NO DUTCH RESIDENCE**

No holder of the Further Notes will be or deemed to be resident in The Netherlands for tax purposes or will be subject to the exception set out in section 1.4 of the 2008 Dutch Prospectus (*Taxation in The Netherlands*) or will otherwise be subject to taxation in The Netherlands, solely by reason of the holding of Further Notes or the execution, delivery, performance or enforcement of any of the Transaction Documents.

**Issuer Covenants**

In the Issuer Trust Deed, the Issuer covenants with the Issuer Trustee that it shall comply with the Issuer Covenants. The Issuer Covenants as set out in the Issuer Trust Deed are as follows:

**Part A - Corporate**

The Issuer shall:

1. **FINANCIAL STATEMENTS**

1.1 **Preparation of Financial statements**

cause to be prepared in respect of each of its financial years, financial statements in such form as will comply with the laws of The Netherlands;

1.2 **Delivery of Financial statements**

as soon as the same become available, but in any event by six (6) months after the close of its financial year, deliver to the Issuer Trustee two copies of its financial statements for such financial year and deliver to the Issuer Trustee as soon as practicable following the preparation of the same;

1.3 **Certificate to accompany financial statements**

simultaneously with the delivery of each set of financial statements, deliver a certificate signed by the Issuer Managing Director stating that no Issuer Default has occurred (or, if such is not the case, specifying the particulars thereof);

2. **CONDUCT**

at all times carry on and conduct its affairs in a proper and efficient manner in compliance with any Requirement of Law and any Regulatory Direction to which is

subject from time to time in force in The Netherlands and in compliance with its articles of association (*statuten*) if failure so to comply has or is reasonably likely to have a Material Adverse Effect on the Issuer or the Relevant Transaction Documents;

3. **CONSENTS**

obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents necessary under any Requirement of Law and any Regulatory Direction from time to time in force in The Netherlands to which it is subject:

- (a) in connection with its business where failure to do so has or is reasonably likely to have a Material Adverse Effect; or
- (b) to enable it lawfully to enter into and perform its obligations under the Relevant Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in The Netherlands of the Relevant Transaction Documents including any registration required by the laws of The Netherlands;

4. **AUTHORISED SIGNATORIES**

deliver to the Issuer Trustee upon any change of the list of Authorised Signatories of the Issuer delivered pursuant to the Conditions Precedent as referred to Clause 4 (*Conditions Precedent*) together with a specimen signature of each Authorised Signatory;

5. **REGISTERED OFFICE/NO BRANCHES**

- 5.1 maintain its registered office in The Netherlands and will not move its registered office to another jurisdiction;
- 5.2 not establish any branch, whether inside or outside The Netherlands;

6. **NEGATIVE COVENANTS**

not, save to the extent contemplated or permitted by the Relevant Transaction Documents or the Programme Agreement or with the prior written consent of the Issuer Trustee:

- (a) carry on any business or enter into any documents;
- (b) sell, convey, transfer, lease, assign or otherwise dispose of or agree or attempt or purport to sell, convey, transfer, lease or otherwise dispose of or use, invest or otherwise deal with any of its properties, assets or undertaking or grant any option or right to acquire the same;
- (c) grant, create or permit to exist any Encumbrance other than Permitted Encumbrances or Permitted Encumbrances (as defined in the Programme Agreement) over (including the grant of security or trust over or the occurrence of execution or diligence in respect of) the assets of the Issuer;

- (d) pay dividends or make other distributions to its members out of profits available for distribution and then only in the manner permitted by its articles of association (*statuten*) and by Dutch law;
- (e) incur or permit to subsist any indebtedness whatsoever;
- (f) make any loans, grant any credit or give any guarantee or indemnity to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any other person;
- (g) merge with any other person and not enter into any demerger, amalgamation, consolidation or corporate reorganisation or transfer its business to any other person;
- (h) have any employees or premises or have any subsidiary undertaking or become a director of any company;
- (i) have an interest in any bank account other than the Issuer Account and the Issuer Capital Account unless such account or interest is pledged to the Issuer Trustee on terms acceptable to it;
- (j) amend, supplement or otherwise modify its articles of association (*statuten*); or
- (k) commence a voluntary case or other proceeding seeking liquidation, reorganisation or other relief with respect of its debts under any law or seeking the appointment of a (bankruptcy) receiver, trustee, custodian, conservator or other similar person for it or for all or any substantial part of its assets and shall not consent to any such relief on to the appointment of or taking possession by any (bankruptcy) receiver, trustee custodian, conservator or other similar person in an involuntary case or other proceeding commenced against the Issuer; and

## 7. **BOOKS OF ACCOUNT**

maintain, or procure that the Issuer Administrator maintains, clear and unambiguous records and books of account in respect of all amounts received and paid out by the Issuer.

## **Part B - Transaction Documents**

The Issuer shall:

### 1. **COMPLIANCE WITH RELEVANT TRANSACTION DOCUMENTS**

at all times comply with and perform all its obligations under the Relevant Transaction Documents and use all reasonable endeavours to procure that the other Transaction Parties, other than the Issuer Trustee, comply with and perform all their respective obligations under the Relevant Transaction Documents;

### 2. **EXERCISE RIGHTS**

preserve and/or exercise and/or enforce its rights under and pursuant to the Relevant Transaction Documents;

3. **INSPECTION AND INFORMATION**

3.1 upon reasonable notice, during normal business hours allow the Issuer Trustee and any persons appointed by the Issuer Trustee access to such books of account and other business records as relate to the assets of the Issuer as the Issuer Trustee or any such persons may reasonably require; and

3.2 at all times give to the Issuer Trustee such information, opinions, certificates and other evidence as the Issuer Trustee and any persons appointed by the Issuer Trustee shall reasonably require (and which it is reasonably practicable to produce) for the purposes of the discharge of the duties, trusts, powers, authorities and discretions vested in the Issuer Trustee by or pursuant to the Relevant Transaction Document;

4. **NOTIFICATION OF BREACH OF ISSUER WARRANTIES AND UNDERTAKINGS**

immediately notify the Issuer Trustee if it becomes aware of any breach of the Issuer Warranties or of any undertaking given by the Issuer in any Relevant Transaction Documents;

5. **EXECUTION OF FURTHER DOCUMENTS**

perform any act required by any Requirement of Law or any Regulatory Direction to which it is subject to be performed, and so far as permitted by applicable law, execute such further documents and perform such further acts as may be incidental to, or necessary in the opinion of the Issuer Trustee to give effect to, the Relevant Transaction Documents;

6. **NOTIFICATION OF ISSUER DEFAULT**

deliver notice to the Issuer Trustee forthwith upon becoming aware of any Issuer Default without waiting for the Issuer Trustee to take any further action;

7. **NO VARIATION AND TERMINATION OF RELEVANT TRANSACTION DOCUMENTS**

not, save to the extent permitted by the Relevant Transaction Documents or with the prior written consent of the Issuer Trustee:

7.1 terminate, repudiate, rescind or discharge any Relevant Transaction Document;

7.2 vary, novate, amend, modify or waive any material provision of any Relevant Transaction Document;

7.3 permit any person to do any of the things specified in Paragraph 7.1 or 7.2 above; or

7.4 permit any person who has obligations under the Relevant Transaction Documents to be released from such obligations other than in accordance with the terms of the Relevant Transaction Document and any Requirement of Law or any applicable Regulatory Direction;

8. **FILINGS**

effect all Required Filings in respect of the Issuer and file, record or enrol each Relevant Transaction Document required to be filed, recorded or enrolled with any court or other authority in The Netherlands and ensure that such Required Filings and such other filings, recordings or enrolments are at all times maintained in accordance with any Requirement of Law or any Regulatory Direction; and

9. **INTERESTS IN THE ISSUER ASSETS**

at all times own and exercise its rights in respect of the assets of the Issuer and its interest in the assets of the Issuer and perform and comply with its obligations in respect of the assets of the Issuer under the terms of the Relevant Transaction Documents and ensure that, save as permitted by the Relevant Transaction Documents, no person other than the Issuer Trustee has any interest in the assets of the Issuer.

**Part C - Issuer Administration**

The Issuer shall:

1. **ISSUER RIGHTS**

use reasonable endeavours to procure that all payments due to it, are paid to the Issuer Account, unless discharged by way of set-off or direct payments as contemplated by the Relevant Transaction Documents;

2. **LEDGERS**

procure (or the Issuer Administrator on its behalf shall procure) that the Issuer Ledgers are maintained, that all credits to the Issuer Account shall be further credited to the appropriate Issuer Ledger in accordance with the Issuer Administration Agreement and that all further credits and debts to the Issuer Ledgers shall only be made in accordance with the Issuer Administration Agreement; and

3. **CALCULATIONS**

shall procure (or the Issuer Administrator on its behalf shall procure) that on each relevant calculation date the relevant calculations set out in the Issuer Administration Agreement will be made and reported in accordance with the Issuer Administration Agreement, respectively.

**Part D - Notes**

The Issuer shall:

1. **ENFORCEMENT OF RIGHTS**

preserve and/or exercise and/or enforce its rights under and pursuant to the Notes and the relevant Transaction Documents;

2. **CALCULATION OF INTEREST**

as soon as available, and in any event within five Business Days of each establishment of or adjustment to the applicable Note Rate, calculate the revised amount of interest

payable on the Notes on the next Notes Payment Date, together with a description in reasonable detail of the calculations which produced such amounts, the period to which such interest rate relates and the principal amount of Notes bearing such interest rate;

3. **INSPECTIONS**

upon reasonable notice, during normal business hours allow the Issuer Trustee and any persons appointed by the Issuer Trustee access to inspect and make copies of and abstracts from the books and records of the Issuer as they may relate to the Notes, the obligations of the Issuer under the Relevant Transaction Documents and the transactions contemplated thereby;

4. **ISSUER ENFORCEMENT NOTICE**

while any of the Notes remain outstanding, give notice, or procure that notice is given, to Fitch of:

- (a) any proposed amendment to the Transaction Documents which is not of a formal, minor or technical nature or made to correct a manifest error;
- (b) the Notes of any class being repaid in full;
- (c) the appointment of a new director of the Issuer Trustee or the appointment of any new or replacement Paying Agent;
- (d) the occurrence of any Issuer Default; and
- (e) the delivery of an Issuer Enforcement Notice;

5. **APPLICATION OF FUNDS**

apply its funds towards the payment of amounts due under the Notes and towards the other sums payable by the Issuer under or as permitted by the Transaction Documents and for no other purpose;

6. **UNCONDITIONAL PAYMENT NOTES**

in the event of the unconditional payment to the Principal Paying Agent of any sum due in respect of the Notes or any of them being made after the due date for payment thereof, forthwith give (or procure to be given) notice to Noteholders in accordance with the Notices Condition that such payment has been made;

7. **REDEMPTION NOTES**

if the Issuer gives notice to the Issuer Trustee that it intends to redeem the Notes pursuant to Condition 9 (*Final Redemption, Mandatory Redemption in part, Optional Redemption, Purchase and Cancellation*) prior to giving such notice to the Noteholders, provide such information to the Issuer Trustee as the Issuer Trustee requires in order to satisfy itself of the matters referred to in those Conditions;

8. **MAINTAIN LISTING**

use reasonable endeavours to obtain and maintain the listing of the Notes on the Stock Exchange or, if it is unable to do so having used reasonable endeavours, use reasonable endeavours to obtain and maintain a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets as the Issuer may (with the prior written approval of the Issuer Trustee) decide and shall also use reasonable endeavours to procure that there will at all times be furnished to the Stock Exchange or to any other such stock exchange or securities market such information as the Stock Exchange or such other stock exchange or securities market may require to be furnished in accordance with its requirements and shall also upon obtaining a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets enter into a deed supplemental to the Issuer Trust Deed to effect such consequential amendments to the Issuer Trust Deed as the Issuer Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market;

9. **APPOINTMENT OR REMOVAL DIRECTORS**

give notice to the Noteholders in accordance with the Notices Condition of any appointment or removal of any director of the Issuer Trustee, or the Paying Agents (other than the appointment of the initial Agents) after having obtained the prior written approval of the Issuer Trustee thereto, or change of a Paying Agent's Specified Office and (except as provided by the Agency Agreement) at least thirty (30) days prior to such event taking effect, provided that so long as any of the Notes remains outstanding, in the case of the termination of the appointment of the Principal Paying Agent, no such termination shall take effect until a new Principal Paying Agent has been appointed on terms approved by the Issuer Trustee;

10. **NOTICES**

send or procure to be sent to the Issuer Trustee not less than three days prior to the date of publication, for the Issuer Trustee's approval, one copy of each notice to be given to the Noteholders in accordance with the Notices Condition, and not to publish such notice without such approval and, upon publication, send to the Issuer Trustee two copies of such notice;

11. **INTEREST AND PRINCIPAL**

notify, or shall procure that the Issuer Trustee is notified, on or before any scheduled Notes Payment Date, if the amount of interest and (if applicable) principal due and payable by the Issuer on such Notes Payment Date has not been received by the Principal Paying Agent;

12. **REPURCHASE AND CANCELLATION OF NOTES OR NOTES HELD BY ISSUER**

send to the Issuer Trustee forthwith upon being so requested in writing by the Issuer Trustee a certificate of the Issuer (signed on its behalf by an authorised representative) setting out the total number and Principal Amount Outstanding of the relevant Notes which:

- (a) up to and including the date of such certificate have been purchased by the Issuer and cancelled in accordance with the Agency Agreement; and
- (b) at the date of such certificate are held by or for the benefit of the Issuer;

13. **PAYMENT OF MONIES**

pay monies payable by it to the Issuer Trustee under the Issuer Trust Deed without set off, counterclaim, deduction or withholding, unless otherwise compelled by law and in the event of any deduction or withholding compelled by law, to pay such additional amount as will result in the payment to the Issuer Trustee of the amount which would otherwise have been payable by it to the Issuer Trustee under the Issuer Trust Deed; and

14. **COOPERATION WITH FITCH**

co-operate with Fitch in connection with any review of the transaction contemplated by the Relevant Transaction Documents which may be undertaken by Fitch after the date of the Initial Closing Date.

## 2.4 ISSUER SECURITY

In the Issuer Trust Deed, the Issuer undertakes to pay the Issuer Parallel Debt to the Issuer Trustee. The Issuer Trust Deed provides that (i) the Issuer Trustee shall be the obligee of the Issuer Parallel Debt and shall be entitled to claim performance thereof in its own name and not as agent or trustee acting on behalf of the Issuer Secured Creditors, (ii) the Issuer Parallel Debt is and/or shall be separate and independent from, and without prejudice to, the Issuer Principal Liabilities, (iii) the Issuer Parallel Debt shall be decreased to the extent that the Issuer satisfies the Issuer Principal Liabilities and *vice versa*, (iv) the Issuer Parallel Debt shall not exceed the aggregate of the Issuer Principal Liabilities at any time, (v) any Issuer Security granted to the Issuer Trustee to secure the Issuer Parallel Debt is granted to the Issuer Trustee in its capacity as creditor of the Issuer Parallel Debt and (vi) the Issuer Trustee shall act for the benefit of the Issuer Secured Creditors in administering and enforcing the Issuer Security and shall apply any amounts received by it pursuant to Clause 2.5 (*Issuer Parallel Debt*) in accordance with the Issuer Trust Deed.

Pursuant to the provisions of the Common Terms regarding the authorisation to acknowledge parallel debt and Condition 6.2 (*Issuer Parallel Debt*), the Issuer Secured Creditors and the Noteholders, respectively, have acknowledged or are deemed to have acknowledged the Issuer Parallel Debt.

The Issuer Secured Obligations (including the Issuer Parallel Debt) owed by the Issuer to the Issuer Trustee are secured by the following security rights granted by the Issuer to the Issuer Trustee:

- (a) pursuant to the Issuer Account Pledge, a first ranking disclosed right of pledge (*openbaar pandrecht*) over the Issuer Account Rights is created. The right of pledge created pursuant to the Issuer Accounts Pledge has been notified to the Issuer Account Bank through a notification letter; and
- (b) pursuant to the Issuer Rights Pledge, a first ranking disclosed right of pledge over the Issuer Rights is created. The right of pledge created pursuant to the Issuer Rights Pledge has been notified to the Issuer Debtors through the provisions of the Common Terms regarding notification of rights pledge.

Upon the occurrence of an Issuer Enforcement Event, the Issuer Trustee will be entitled to enforce the Issuer Security and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction and the Conditions and the Relevant Transaction Documents.

## **2.5 ISSUER ACCOUNT**

### **Issuer Account Agreement**

Pursuant to the terms of the Issuer Account Agreement, the Issuer will maintain with the Issuer Account Bank, the Issuer Account. Pursuant to the Issuer Administration Agreement, the Issuer Administrator renders the Issuer Administration Services, including operating the Issuer Account, and ensuring that payments are made into and from the Issuer Account.

If the Issuer Account Bank ceases to have the Issuer Account Bank Ratings (or its obligations under the Issuer Account Bank cease to be guaranteed by an entity with the Issuer Account Bank Ratings), then the Issuer Account Agreement will (with the prior written consent of the Issuer Trustee) be terminated by the Issuer (or the Issuer Administrator on its behalf).

The Issuer Account Agreement provides that in the event of any termination (a) the Issuer Account Bank shall assist the other parties thereto to effect an orderly transition of the banking arrangements documented hereby at its own cost and expense within thirty (30) days and (b) the parties hereto or any of them shall notify Fitch of such termination and of the identity of the successor Issuer Account Bank.

In the Issuer Account Agreement, the Issuer Account Bank agrees to pay interest on the moneys standing to the credit of the Issuer Account at specified rates determined in accordance with the Issuer Account Agreement.

### **Issuer Capital Account**

The Issuer also opened the Issuer Capital Account into which the Issuer's paid-up share capital (*gestort aandelenkapitaal*) has been deposited. The minimum taxable profit (i.e. the Issuer Profit Amount) will be deposited in the Issuer Capital Account. No security rights will be granted over the amounts standing to the credit of the Issuer Capital Account.

## **2.6 ISSUER LEDGERS**

### **2.6.1 Issuer Account Ledgers**

In the Issuer Administration Agreement, the Issuer Administrator agrees to manage and maintain the following Issuer Ledgers for and on behalf of the Issuer.

#### **CREDITS TO ISSUER LEDGERS**

Amounts will be credited to the following ledgers:

##### **Issuer Transaction Ledger**

The following amounts shall be credited upon deposit of the same into the Issuer Account:

- (a) all amounts of principal and interest received pursuant to the Issuer Loan Agreement;
- (b) all amounts drawn from the Excess Spread Ledger;
- (c) all proceeds from LF Revolving Drawings;
- (d) all proceeds from Liquidity Standby Ledger Drawings in respect of Liquidity Shortfalls as mentioned below under sub-section (b) under Liquidity Standby Ledger under Debits to Issuer Ledgers;
- (e) all amounts received from the Interest Rate Swap Counterparty under the Interest Rate Swap Agreement;
- (f) all interest credited in respect of the Issuer Account, notwithstanding to the credit of which Issuer Ledger the relevant principal amount is standing; and
- (g) all amounts not mentioned elsewhere under Credits to Issuer Ledgers.

##### **Liquidity Standby Ledger**

All Liquidity Standby Drawings credited upon deposit of the same into the Issuer Account.

##### **Excess Spread Ledger**

On the Initial Closing Date the proceeds of the Class D Initial Notes were credited to the Excess Spread Ledger up to the Excess Spread Account Target Level upon deposit of the same into the Issuer Account.

On the Closing Date, the proceeds of the Class D Further Notes will up to the Excess Spread Account Target Level be credited to the Excess Spread Ledger upon deposit of the same into the Issuer Account. Furthermore, any amounts required to replenish the Excess Spread Account Target Level will be credited to the Excess Spread Ledger from time to time.

#### **DEBITS TO ISSUER LEDGERS**

It has been agreed that the Issuer (or the Issuer Administrator on its behalf) shall not debit any amounts to any Issuer Ledger, except as follows:

##### **Issuer Transaction Ledger**

In accordance with the applicable Issuer Priority of Payments on a Notes Payment Date.

### **Liquidity Standby Ledger**

Amounts credited to the Liquidity Standby Ledger will only be available:

- (a) if, during any Liquidity Standby Drawing Period which commenced by reason of a Liquidity Standby Drawing, the Liquidity Facility Provider is ascribed a credit rating equal to or better than the Minimum Short-term Rating from Fitch then upon the expiry of the current Liquidity Standby Drawing Period: to repay the Liquidity Standby Drawing; and/or
- (b) in respect of any Liquidity Shortfall, on any Notes Payment Date on which amounts stand to the credit of the Liquidity Standby Ledger: for debiting in favour of the Issuer Transaction Ledger.

### **Excess Spread Ledger**

Amounts credited to the Excess Spread Ledger will only be available:

- (a) where the Issuer Available Income is not sufficient to meet items (a) through (k) of the Issuer Income Priority of Payments, to debit the Excess Spread Ledger in favour of the Issuer Transaction Ledger to meet such items (up to a maximum equal to the amount standing to the credit of the Excess Spread Ledger at such time);
- (b) to the extent (i) there is a surplus above the Excess Spread Ledger Target Level on a Notes Payment Date from time to time and (ii)(a) the Excess Spread Ledger has been funded from Issuer Available Income: to debit the Excess Spread Ledger in favour of the Issuer Transaction Ledger with an amount equal to such surplus as Issuer Available Income or (b) for the remainder: to debit the Excess Spread Ledger in favour of the Issuer Transaction Ledger with an amount equal to such remainder as Issuer Available Redemption Funds; and
- (c) on the Notes Payment Date immediately succeeding the day on which the Notes will be redeemed in full or on the Notes Final Maturity Date, to debit the Excess Spread Ledger in favour of the Issuer Transaction Ledger with an amount equal to the amount standing to the credit of the Excess Spread Ledger at such time as Issuer Available Income.

### **Principal Deficiency Ledgers**

The Issuer Administrator agrees to manage and maintain the Principal Deficiency Ledgers for and on behalf of the Issuer.

### **DEBIT ENTRIES IN PRINCIPAL DEFICIENCY LEDGER**

It has been agreed that the Issuer (or the Issuer Administrator on its behalf) will record as a debit entry in the Principal Deficiency Ledger on any Notes Payment Date an amount equal to the amount of any Principal Loss up to the Principal Amount Outstanding of the Notes from time to time (so as to give rise to a negative amount in such Ledger).

## **CREDIT ENTRIES IN THE PRINCIPAL DEFICIENCY LEDGER**

It has been agreed that the Issuer (or the Issuer Administrator on its behalf) will record as a credit entry in the Principal Deficiency Ledger on any Notes Payment Date, (i) any Redemption Addition which is added to the Issuer Available Redemption Funds on such Notes Payment Date and (ii) where the balance of the relevant sub-ledger exceeds the Principal Amount Outstanding (including when zero after full redemption) of the relevant class of Notes, an amount equal to the relevant excess.

## **PRINCIPAL DEFICIENCY SUB-LEDGERS**

Within the Principal Deficiency Ledger, four sub-Ledgers will be maintained, to be known as the "**Class A Principal Deficiency Ledger**", the "**Class B Principal Deficiency Ledger**", the "**Class C Principal Deficiency Ledger**" and the "**Class D Principal Deficiency Ledger**".

### **Priority of allocation of debit entries from Principal Deficiency sub-Ledgers**

Amounts recorded as a debit entry in the Principal Deficiency Ledger shall be allocated to each of such sub-Ledgers in the following order:

- (a) *firstly*, to the Class D Principal Deficiency Ledger, subject to a maximum amount equal to the Principal Amount Outstanding of the Class D Notes then outstanding;
- (b) *secondly*, to the Class C Principal Deficiency Ledger, subject to a maximum amount equal to the Principal Amount Outstanding of the Class C Notes then outstanding;
- (c) *thirdly*, to the Class B Principal Deficiency Ledger, subject to a maximum amount equal to the Principal Amount Outstanding of the Class B Notes then outstanding; and
- (d) *finally*, to the Class A Principal Deficiency Ledger, subject to a maximum amount equal to the Principal Amount Outstanding of the Class A Notes then outstanding.

### **Priority of allocation of credit entries in Principal Deficiency sub-Ledgers**

Amounts recorded as a credit entry in the Principal Deficiency Ledger shall be allocated to each of such sub-Ledgers in the following order (i) if it concerns a Redemption Addition:

- (a) *firstly*, to the Class A Principal Deficiency Ledger until the debit balance thereof is reduced to zero;
- (b) *secondly*, to the Class B Principal Deficiency Ledger until the debit balance thereof is reduced to zero;
- (c) *thirdly*, to the Class C Principal Deficiency Ledger until the debit balance thereof is reduced to zero; and
- (d) *finally*, to the Class D Principal Deficiency Ledger until the debit balance thereof is reduced to zero; or

(ii) if it concerns an excess of the relevant sub-ledger over the Principal Amount Outstanding of the relevant Class of Notes, to the sub-ledger in question.

## 2.7 ISSUER PRIORITIES OF PAYMENTS

### Issuer Income Priority of Payments

On each Notes Payment Date, as long as no Issuer Enforcement Notice is served by the Issuer Trustee, the Issuer Available Income will be applied by or on behalf of the Issuer in making the following payments in the following order of priority:

- (a) *first*, to pay any Issuer Expenses which are due and payable to the Issuer Trustee on such Notes Payment Date and which have not been paid by LPCorp on behalf of the Issuer pursuant to the Programme Agreement;
- (b) *second*, to pay, on a *pari passu* and *pro rata* basis, any Issuer Expenses which are due and payable to the Issuer Operating Creditors other than the Issuer Trustee on such Notes Payment Date and which have not been paid by LPCorp on behalf of the Issuer pursuant to the Programme Agreement;
- (c) *third*, to provide for the Issuer Profit Amount in as far as necessary at such time;
- (d) *fourth*, to pay any amounts due and payable to the Liquidity Facility Provider minus any gross-up amounts or additional amounts as referred to under the Liquidity Facility;
- (e) *fifth*, to pay any amounts due and payable to the Interest Rate Swap Counterparty other than Subordinated Interest Rate Swap Payments;
- (f) *sixth*, to pay, on a *pari passu* and *pro rata* basis, interest due or accrued due but unpaid on the Class A Notes;
- (g) *seventh*, to make good any shortfall reflected in the Class A Principal Deficiency Ledger until the debit balance, if any, on the Class A Principal Deficiency Ledger is reduced to nil;
- (h) *eighth*, to pay, on a *pari passu* and *pro rata* basis, interest due or accrued due but unpaid on the Class B Notes;
- (i) *ninth*, to make good any shortfall reflected in the Class B Principal Deficiency Ledger until the debit balance, if any, on the Class B Principal Deficiency Ledger is reduced to nil;
- (j) *tenth*, to pay, on a *pari passu* and *pro rata* basis, interest due or accrued due but unpaid on the Class C Notes;
- (k) *eleventh*, to make good any shortfall reflected in the Class C Principal Deficiency Ledger until the debit balance, if any, on the Class C Principal Deficiency Ledger is reduced to nil;
- (l) *twelfth*, to replenish of the Excess Spread Ledger to the Excess Spread Ledger Target Level;
- (m) *thirteenth*, to pay Subordinated Interest Rate Swap Payments due under the Interest Rate Swap Agreement;

- (n) *fourteenth*, to pay any gross-up amounts or additional amounts due, if any, due under the Liquidity Facility Agreement;
- (o) *fifteenth*, to make good any shortfall reflected in the Class D Principal Deficiency Ledger until the debit balance, if any, on the Class D Principal Deficiency Ledger is reduced to nil;
- (p) *sixteenth*, any surplus to pay, on a *pari passu* and *pro rata* basis, interest payable on the Class D Notes; and
- (q) *finally*, to pay any remaining monies to LPNL.

#### **Issuer Redemption Priority of Payments**

On each Notes Payment Date, as long as no Issuer Enforcement Notice is served by the Issuer Trustee, the Issuer Available Redemption Funds will be applied by or on behalf of the Issuer in making the following payments in the following order of priority:

- (a) *first*, to pay amounts not paid under items (a) through (c) of the Issuer Income Priority of Payments;
- (b) *second*, to pay principal on the Class A Notes;
- (c) *third*, to pay principal on the Class B Notes;
- (d) *fourth*, to pay principal on the Class C Notes;
- (e) *fifth*, to pay principal on the Class D Notes; and
- (f) *finally*, to pay any remaining monies to LPNL.

#### **Issuer Enforcement Priority of Payments**

Issuer Available Income and Issuer Available Redemption Funds and any amounts standing to the credit of the Issuer Account and all monies received or recovered by the Issuer Trustee or any other Issuer Secured Creditor from the Issuer Secured Property or the Issuer will be applied by or on behalf of the Issuer following the date on which an Issuer Enforcement Notice is served by the Issuer Trustee in making the following payments in the following order of priority:

- (a) *first*, to pay any Issuer Expenses which are due and payable to the Issuer Trustee on such date and which have not been paid by LPCorp on behalf of the Issuer pursuant to the Programme Agreement;
- (b) *second*, to pay, on a *pari passu* and *pro rata* basis, any Issuer Expenses which are due and payable to the Issuer Operating Creditors (other than the Issuer Trustee) on such date and which have not been paid by LPCorp on behalf of the Issuer pursuant to the Programme Agreement;
- (c) *third*, to pay any amounts due and payable to the Liquidity Facility Provider minus any gross-up amounts or additional amounts under the Liquidity Facility;

- (d) *fourth*, to pay any amounts due and payable to the Interest Rate Swap Counterparty other than Subordinated Interest Rate Payment;
- (e) *fifth*, to pay, on a *pari passu* and *pro rata* basis according to the amounts payable, all principal and interest then due and unpaid on the Class A Notes;
- (f) *sixth*, to pay, on a *pari passu* and *pro rata* basis according to the amounts payable, all principal and interest then due and unpaid on the Class B Notes;
- (g) *seventh*, to pay, on a *pari passu* and *pro rata* basis according to the amounts payable, all principal and interest then due and unpaid on the Class C Notes;
- (h) *eighth*, Subordinated Interest Rate Swap Payments due under the Interest Rate Swap Agreement;
- (i) *ninth*, to pay the Liquidity Facility Subordinated Amount and any gross-up amounts or additional amounts due, if any, under the Liquidity Facility Agreement;
- (j) *tenth*, to pay any surplus, on a *pari passu* and *pro rata* basis according to the amounts payable, all principal and interest then due and unpaid on the Class D Notes; and
- (k) *finally*, to pay any remaining monies to LPNL.

## 2.8 ISSUER ADMINISTRATION

Pursuant to the Issuer Administration Agreement, the Issuer Administrator will provide the Issuer Administration Services to the Issuer including to:

- (a) operate the Issuer Account and ensure that payments are made into and from the Issuer Account in accordance with Issuer Administration Agreement, the Issuer Trust Deed, the Issuer Security Documents, the Issuer Account Agreement and any other Relevant Transaction Document, provided that nothing in the Issuer Administration Agreement shall require the Issuer Administrator to make funds available to the Issuer to enable such payments to be made other than as expressly required by Issuer Administration Agreement;
- (b) in accordance with the Relevant Transaction Documents perform the calculations, and provide reports on each Notes Calculation Date;
- (c) assist the auditors of the Issuer and provide such information to them as they may reasonably request for the purpose of carrying out their duties as auditors;
- (d) make all filings, give all notices and make all registrations and other notifications required in the day-to-day operation of the business of the Issuer or required to be given by the Issuer pursuant to the Notes and the Relevant Transaction Documents;
- (e) arrange for, and determine the amount of, all payments due to be made by the Issuer under the Notes and/or any of the Relevant Transaction Documents (including under each relevant Issuer Priority of Payments), provided that such monies are at the relevant time available to the Issuer and provided further that nothing herein shall constitute a guarantee by the Issuer Administrator of all or any of the obligations of the Issuer under any of the Transaction Documents;
- (f) on behalf of the Issuer prepare or procure the preparation of and file all reports, annual returns, financial statements, statutory forms and other returns which the Issuer is required by law to prepare and file. Subject to approval thereof by the Issuer, the Issuer Administrator shall cause such accounts to be audited by the Auditors and shall procure so far as it is able so to do that the Auditors shall make a report thereon as required by law and copies of all such documents shall be delivered to the Issuer and the Issuer Trustee as soon as practicable after the end of each accounting reference period of the Issuer (as appropriate);
- (g) provide accounting services, including reviewing receipts and payments, supervising and assisting in the preparation of interim statements and final accounts and supervising and assisting in the preparation of Tax returns;
- (h) provide or procure the provision of company secretarial and administration services to the Issuer including the keeping of all registers and the making of all returns and filings required by applicable law or regulatory authorities, maintaining and administrating the Principal Deficiency Ledgers, co-operate in the convening of board and general meetings and provide registered office facilities;

- (i) on behalf of the Issuer claim payment to which the Issuer is entitled under the Relevant Transaction Documents and the Notes if the conditions for payment thereunder are met;
- (j) on behalf of the Issuer, provided that such monies are at the relevant time available to the Issuer, pay all the out-of-pocket expenses of the Issuer Administrator, incurred by the Issuer Administrator on behalf of the Issuer in the performance of the Issuer Administrator's duties hereunder including:
  - (i) all Taxes which may be due or payable by the Issuer;
  - (ii) all necessary filing and other fees in compliance with regulatory requirements;
  - (iii) all legal and audit fees and other professional advisory fees; and
  - (iv) all communication expenses including postage, courier and telephone charges; and
- (k) update the relevant Bloomberg transaction screens, including those related to projected cash flows, security description and all notes information.

### **Fee, Costs and Expenses**

The Issuer shall for each Notes Calculation Period pay to the Issuer Administrator for its Issuer Administration Services hereunder in arrear on the first following Notes Payment Date a fee and an indemnification for out-of-pocket costs, expenses and charges, incurred by the Issuer Administrator in the performance of the Issuer Administration Services. such fee to be agreed between the Issuer, the Issuer Administrator and the Issuer Trustee from time to time.

### **Termination**

If an Issuer Administrator Default occurs, then the Issuer and/or the Issuer Trustee may at once or at any time thereafter while such Issuer Administrator Default is continuing, terminate the Issuer Administration Agreement with effect from a date specified by the Issuer and/or the Issuer Trustee. Upon the termination of the Issuer Administration Agreement, the Issuer or, following an Issuer Default, the Issuer Trustee shall use its best endeavours to appoint a substitute issuer administrator that satisfies the conditions set forth in the Issuer Administration Agreement.

### **Obligations of Issuer Administrator**

Upon termination of the appointment of the Issuer Administrator under the Issuer Administration Agreement the Issuer Administrator shall:

- (a) forthwith deliver (and in the meantime hold for the Issuer Trustee) to the Issuer or as the Issuer shall direct, all books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the affairs of or belonging to the Issuer;
- (b) forthwith deliver to the Issuer (if practicable, on the date of receipt by the Issuer Administrator) any monies then held by the Issuer Administrator on behalf of the Issuer;

- (c) take such further action as the Issuer and the Issuer Trustee may reasonably direct at the expense of the Issuer Administrator (including in relation to the appointment of a substitute issuer administrator);
- (d) provide the Issuer with all relevant information contained on computer records in a mutually acceptable data format, together with details of such format; and
- (e) co-operate and consult with and assist the Issuer, the Issuer Trustee and their nominees (which shall, for the avoidance of doubt, include any new Issuer Administrator appointed by any of them) for the purposes of explaining the file layouts and the format of such computer records on the computer system of the Issuer or such nominee.

## **2.9 LIQUIDITY FACILITY PROVIDER; INTEREST RATE SWAP COUNTERPARTY**

The (initial) Liquidity Facility Provider and the Interest Rate Swap Counterparty is LPCorp.

LPCorp is a Dutch bank and is authorised by the Dutch Central Bank (*De Nederlandsche Bank*) to pursue the business of a bank in accordance with the Financial Markets Supervision Act (*Wet op het financieel toezicht*, the "FMSA").

LPCorp holds shares in the respective legal entities that have been established in the various countries where LeasePlan is active. LPCorp is actively managing this international network of operating entities, whereby in many areas including procurement, car remarketing, IT development, business development, treasury, insurance and human resources an internationally harmonised and coordinated strategy is pursued.

See Section 3 of the Programme Prospectus for a detailed description of LeasePlan including LPCorp.

### **3. PURCHASER FUNDING**

#### **3.1 ISSUER LOAN**

On the Initial Closing Date, the Issuer made to the Purchaser the Initial Issuer Loan for an amount equal to €1,000,000,000 being an amount smaller than the Net Vehicles Balance as of the Portfolio Cut-Off Date. On the Closing Date, the Issuer will make to the Purchaser the Further Issuer Loan for an amount equal to €250,000,000, which will be consolidated with the Initial Issuer Loan into the Issuer Loan on the Closing Date. The Issuer Loan as so consolidated on the Closing Date is for an amount smaller than the Net Vehicles Balance as of the Cut-Off Date falling in August 2008.

The proceeds of the Initial Issuer Loan were applied to finance a portion of the Defeasance Assumption Amounts that were to be paid by the Purchaser to the Defeaser under the Defeasance Covenant on the Initial Closing Date. The proceeds of the Further Issuer Loan will be applied to finance a portion of the Defeasance Assumption Amounts to be paid by the Purchaser to the Defeaser under the Defeasance Covenant on the Closing Date.

On or prior to the Closing Date the Issuer Loan Agreement will be amended in connection with the Further Notes.

#### **Disbursement**

The Initial Issuer Loan was, and the Further Issuer Loan will be, disbursed in accordance with the Defeasance Covenant.

#### **Interest**

Interest on the Issuer Loan is payable on each Purchaser Payment Date in respect of the Purchaser Calculation Period then ending and equals the Issuer Loan Interest Amount as calculated on the immediately preceding Purchaser Calculation Date.

#### **Repayment and Prepayment**

The Issuer Loan shall be prepaid or repaid, as the case may be, (i) on each Purchaser Payment Date, for an amount equalling the Issuer Loan Amortisation Amount as calculated on the immediately preceding Purchaser Calculation Date and (ii) for the remainder, if any, on the Issuer Loan Final Maturity Date.

#### **No Reborrowing and No Other Repayments**

The Purchaser shall not be entitled to reborrow amounts prepaid or repaid and the Purchaser shall not repay or prepay all or any part of the Issuer Loan other than at the times and in the manner expressly provided for in the Issuer Loan Agreement.

#### **Application of (p)repayment proceeds**

The Issuer shall apply the proceeds of all amounts prepaid or repaid in respect of the Issuer Loan towards redemption of the Notes as soon as practicable, subject to the relevant Issuer Priority of Payments.

#### **Acceleration**

Upon the occurrence (and continuation of) a Purchaser Default, the Issuer may either (i) declare the Issuer Loan immediately due and payable (together with any accrued interest thereon) to the Issuer, (ii) declare the Issuer Loan due and payable on demand of the Issuer or Purchaser Trustee and/or (iii) waive such Purchaser Default under such terms it deems fit.

### 3.2 LPNL FACILITY

On the Initial Closing Date, LPNL made the Initial LPNL Advance in an amount equal to (i) the Gross Vehicles Balance at the Portfolio Cut-Off Date minus (ii) the amount of the Initial Issuer Loan made on the Initial Closing Date.

The proceeds of the Initial LPNL Advance were applied to finance payment of the Defeasance Assumption Amounts that were paid by the Purchaser to the Defeaser under the Defeasance Covenant on the Initial Closing Date, to the extent not financed by the Initial Issuer Loan.

After the Closing Date, further LPNL Advances may be made in the following cases:

- (i) during the Revolving Period, if on any Purchaser Calculation Date the Purchaser (or the Purchaser Administrator on its behalf) calculates that a Net Shortfall Amount exists: on the first following Purchaser Payment Date in an amount equal to such Net Shortfall Amount;
- (ii) if the Issuer becomes entitled to exercise the Clean-Up Call, the Prepayment Call or the Tax Call and the Purchaser wishes to prepay the Issuer Loan as of a Purchaser Payment Date falling in the same calendar month as a Notes Payment Date: on the first following Purchaser Payment Date in an amount equal to the sum of (a) the Issuer Loan as at such Purchaser Payment Date and (b) all interest and costs due under the Issuer Loan Agreement as at such Purchaser Payment Date;
- (iii) if on any Purchaser Calculation Date the Purchaser (or the Purchaser Administrator on its behalf) calculates that a Gross Excess Amount exists: on the first following Payment date in an amount equal to such Gross Excess Amount;
- (iv) if on any Purchaser Calculation Date the Purchaser (or the Purchaser Administrator on its behalf) calculates that any Defeasance Increase Amount needs to be paid by the Purchaser to the Defeaser on the first following Purchaser Payment Date: on such first following Purchaser Payment Date in an amount equal to the aggregate of the Defeasance Increase Amounts then payable; and/or
- (v) if on or prior to any Purchaser Calculation Date the Purchaser receives notice from LPNL that a Vehicle Warranty has been breached in respect of any Purchased Vehicle and that LPNL wishes to remedy such breach by way of a further LPNL Advance: on the first following Purchaser Payment Date in an amount equal to the Book Value of such Purchased Vehicle as at the final date of the immediately preceding Vehicle Calculation Period.

Those further LPNL Advances set out above under (i) and (ii) are to be made at the discretion of LPNL, whereas LPNL is obliged to make those further LPNL Advances under (iii) through (v). The further LPNL Advances will be applied as set out under *Disbursement* below.

#### **Disbursement**

The Initial LPNL Advance was disbursed in accordance with the Defeasance Covenant. The further LPNL Advances are disbursed as follows:

- (i) in the case of a further LPNL Advance in respect of a Net Shortfall Amount, the proceeds will be paid to the Purchaser Account and credited to the Net Shortfall Ledger;
- (ii) in the case of a further LPNL Advance in respect of a Clean-up Call, Prepayment Call and/or Tax Call, the proceeds will be applied to repay the Issuer Loan and all interest and costs due thereunder and will be paid to the Purchaser Account and credited to the Purchaser Transaction Ledger;
- (iii) in the case of a further LPNL Advance in respect of a Gross Excess Amount, the proceeds will be applied to finance the payment of the relevant Defeasance Assumption Amounts the Purchaser is required to pay to the Defeaser under the Defeasance Covenant and will be disbursed in accordance with the Defeasance Covenant;
- (iv) in the case of a further LPNL Advance in respect of Defeasance Increase Amounts, the proceeds will be applied to finance the payment of the relevant Defeasance Increase Amounts the Purchaser is required to pay to the Defeaser under the Defeasance Covenant and will be disbursed in accordance with the Defeasance Covenant; and
- (v) in the case of a further LPNL Advance in respect of a breach of Vehicle Warranty, the proceeds will be paid to the Purchaser Account and credited to the Purchaser Transaction Ledger and added to the Purchaser Available Redemption Funds.

### **Interest**

Interest on the LPNL Facility Principal Amount is payable on each Purchaser Payment Date and equals the LPNL Facility Interest Amount as calculated on the immediately preceding Purchaser Calculation Date.

### **Repayment and Prepayment**

The LPNL Facility Principal Amount shall be prepaid or repaid, as the case may be, (i) on each Purchaser Payment Date, for an amount equalling the LPNL Facility Amortisation Amount, as calculated on the immediately preceding Purchaser Calculation Date and (ii) for the remainder, if any, on the LPNL Facility Final Maturity Date.

### **No Reborrowing and No Other Repayments**

The Purchaser shall not be entitled to reborrow amounts prepaid or repaid and the Purchaser shall not repay or prepay all or any part of the LPNL Facility Principal Amount other than at the times and in the manner expressly provided for in the LPNL Facility Agreement.

### **Acceleration**

Subject to the Issuer earlier or simultaneously exercising its right to accelerate the Issuer Loan upon the occurrence (and continuation of) a Purchaser Default, LPNL may either (i) declare the LPNL Facility Principal Amount immediately due and payable (together with any accrued interest thereon) to LPNL, (ii) declare the LPNL Facility Principal Amount due and payable on demand of LPNL or the Purchaser Trustee and/or (iii) waive such Purchaser Default under such terms it deems fit.

### **3.3 REVOLVING PERIOD**

During the Revolving Period, the Purchaser Available Redemption Funds (and thus the Issuer Loan Amortisation Amount and the LPNL Facility Amortisation Amount) do not include, among other things, Principal Collections, Vehicle Realisation Proceeds and amounts actually collected (whether from LPNL or the Guarantor) in respect of Residual Value Shortfalls or Incidental Debts, which are credited to the Vehicle Acquisition Ledger.

Following termination of the Revolving Period, among other things, the balance standing to the credit of the Net Shortfall Ledger, Principal Collections, Vehicle Realisation Proceeds or any amounts actually collected (whether from LPNL or the Guarantor) in respect of Residual Value Shortfalls or Incidental Debts, and the amount standing to the credit of the Vehicle Acquisition Ledger are added to the Purchaser Available Redemption Funds.

### **3.4 PURCHASER WARRANTIES AND COVENANTS**

#### **Purchaser Warranties**

In the Issuer Loan Agreement, the Purchaser represents and warrants to the Issuer that the Purchaser Warranties are true and correct on the date the Issuer Loan Agreement is amended in respect of the Further Notes. The Purchaser Warranties as set out in the Issuer Loan Agreement, are as follows:

#### **Part A - Corporate**

##### **1. INCORPORATION**

The Purchaser is duly incorporated in The Netherlands as a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and with full power and authority to own its property and assets and conduct its business as currently conducted by it as described in the Prospectus.

##### **2. CENTRE OF MAIN INTERESTS**

The Purchaser has its "centre of main interests", as that term is used in Article 3(i) of the EU Insolvency Regulation, in The Netherlands.

##### **3. LITIGATION**

No litigation, arbitration or administrative proceedings of or before any court, tribunal or governmental body have been commenced or are pending or threatened (and have been notified in writing) against the Purchaser or any of its assets or revenues which if adversely determined would be reasonably likely to have a Material Adverse Effect in respect of the Purchaser or any Relevant Transaction Document.

##### **4. SOLVENCY**

No Insolvency Event has occurred in respect of the Purchaser and no Insolvency Event will occur as a result of the Purchaser entering into the Relevant Transaction Documents on the Closing Date.

##### **5. TAX RESIDENCE**

The Purchaser is a company which is and has, since incorporation, been resident for tax purposes solely in The Netherlands.

##### **6. MANAGEMENT AND ADMINISTRATION**

The Purchaser's corporate management, the places of residence of the directors of the Purchaser, the place at which meetings of the board of directors of the Purchaser are held and the place from which the Purchaser's interests are administered on a regular basis are all situated in The Netherlands.

7. **NO SUBSIDIARIES, EMPLOYEES OR PREMISES**

The Purchaser has no branch office in any jurisdiction, no subsidiaries, no employees and no premises.

8. **NO ENCUMBRANCES**

No Encumbrance exists over or in respect of any asset of the Purchaser, other than Permitted Encumbrances.

9. **PURCHASER'S ACTIVITIES**

The Purchaser has not engaged in any activities since its incorporation other than:

- (a) the authorisation and execution of the Relevant Transaction Documents; and
- (b) the activities referred to in or contemplated by the Relevant Transaction Documents, the 2006 Dutch Prospectus and the Prospectus.

10. **CONSENTS**

10.1 The Purchaser has obtained and maintains in effect all material authorisations, filings, registrations, qualifications, approvals, licences and consents (the "**Authorisations**") required for the conduct of its business pursuant to any Requirement of Law or any Regulatory Direction applicable to the Purchaser in The Netherlands, if failure to obtain or maintain such Authorisations is reasonably likely to have a Material Adverse Effect on the Purchaser or any Relevant Transaction Document

10.2 The Purchaser does not require the consent of any other party or the consent, licence, approval or authorisation of any Governmental Authority in connection with the entering into or performance of the Relevant Transaction Documents which would be reasonably likely to have a Material Adverse Effect on the Purchaser or any Relevant Transaction Document if it does not obtain such consent, licence, approval or authorisation.

11. **NO GOVERNMENTAL INVESTIGATION**

No governmental or official investigation or inquiry concerning the Purchaser is, so far as the Purchaser is aware, progressing or pending or has been threatened (and have been notified) in writing which would be reasonably likely to have a Material Adverse Effect on the Purchaser or any Relevant Transaction Document.

**Part B - Transaction Documents**

1. **CORPORATE POWER**

The Purchaser has the requisite power and authority to enter into the Issuer Loan Agreement and each other Relevant Transaction Document and to undertake and perform the obligations expressed to be assumed by it therein.

2. **AUTHORISATION**

All acts, conditions and things required to be done, fulfilled and performed in order to:

- (a) enable the Purchaser lawfully to enter into each Relevant Transaction Document;
  - (b) enable the Purchaser to exercise its rights under and perform and comply with the obligations expressed to be assumed by it in the Relevant Transaction Documents; and
  - (c) ensure that the obligations expressed to be assumed by it in the Relevant Transaction Documents are legal, valid and binding on it,
- have been done, fulfilled and performed.

3. **EXECUTION**

The Relevant Transaction Documents have been duly executed by the Purchaser.

4. **NO BREACH OF LAW OR CONTRACT**

The entry by the Purchaser into and the execution (and, where appropriate, delivery) of the Relevant Transaction Documents and the performance by the Purchaser of its obligations under the Relevant Transaction Documents do not constitute a breach by the Purchaser in any material respect of:

- (a) the Purchaser's articles of association (*statuten*); or
- (b) any Requirement of Law or any Regulatory Direction,

where such conflict, breach, infringement, or default is reasonably likely to have a Material Adverse Effect on the Purchaser or any Relevant Transaction Document.

5. **VALID AND BINDING OBLIGATIONS**

The obligations expressed to be assumed by the Purchaser under the Relevant Transaction Documents (including but not limited to any Encumbrances created by each of the Purchaser Security Documents) are legal and valid obligations binding on it and enforceable against it except as such enforcement may be limited by applicable insolvency law or other similar laws affecting the enforcement of the rights of creditors generally or as set out in the legal opinions issued in relation to the Transaction Documents.

6. **SECURITY**

Each Purchaser Security Document validly creates the Encumbrances in respect of the assets of the Purchaser which it purports to create and with the ranking specified therein, subject to the limitations of Dutch law.

7. **RANKING OF CLAIMS**

Under the laws of The Netherlands in force at the date of making this representation, any unsecured and unsubordinated claims of the Issuer, the Purchaser Trustee and the Issuer Trustee against the Purchaser will rank at least *pari passu* with the claims of any other

unsecured and unsubordinated creditors of the Purchaser save these whose claims are preferred solely by any insolvency law or other similar laws of general application.

8. **CHOICE OF LAW**

In any proceedings taken in relation to the Relevant Transaction Documents the choice of Dutch law will be recognised and enforced except as such enforcement may be limited by applicable insolvency law or other similar laws affecting the enforcement of the rights of creditors generally or as set out in the legal opinions referred issued in relation to the Relevant Transaction Documents.

9. **FILINGS**

Save for the Required Filings in respect of the Purchaser under the laws of The Netherlands in force as at the date hereof it is not necessary that any Relevant Transaction Document be filed, with any court or other authority in The Netherlands.

10. **STAMP, REGISTRATION AND SIMILAR TAXES**

Under the laws of The Netherlands in force at the date hereof no stamp, registration or similar tax will be payable in connection with any Relevant Transaction Document.

11. **WITHHOLDING TAX**

Under the laws of The Netherlands in force as at the date hereof it will not be required to make any Tax Deduction from any payment it may make under the Relevant Transaction Documents.

12. **PURCHASER DEFAULT**

No Purchaser Default has occurred.

In the LPNL Facility Agreement, the Purchaser represents and warrants to LPNL that the Purchaser Warranties are true and correct on the date of the LPNL Facility Agreement, it being understood that for the purpose of the LPNL Facility Agreement references in the Purchaser Warranties to the Issuer shall be construed as references to LPNL.

The Issuer Loan Agreement and the LPNL Facility Agreement each provide that the Repeating Purchaser Warranties shall be deemed to be repeated by the Purchaser as being true and correct, by reference to the facts and circumstances then existing, on each Purchaser Payment Date.

**Purchaser Covenants**

In the Issuer Loan Agreement, the Purchaser covenants with the Issuer, the Issuer Trustee and the Purchaser Trustee that it shall comply with the Purchaser Covenants. The Purchaser Covenants, as set out in the Issuer Loan Agreement, are as follows:

**Part A - Corporate**

The Purchaser shall:

1. **FINANCIAL STATEMENTS**

1.1 **Preparation of Financial statements**

cause to be prepared in respect of each of its financial years, financial statements in such form as will comply with the laws of The Netherlands;

1.2 **Delivery of Financial statements**

as soon as the same become available, but in any event by six (6) months after the close of its financial year, deliver to the Issuer, the Purchaser Trustee and the Issuer Trustee two copies of its financial statements for such financial year and deliver to the Issuer, the Purchaser Trustee and the Issuer Trustee as soon as practicable following the preparation of the same;

1.3 **Certificate to accompany financial statements**

simultaneously with the delivery of each set of financial statements, deliver a certificate signed by each managing director of the Purchaser stating that no Purchaser Default has occurred (or, if such is not the case, specifying the particulars thereof);

2. **CONDUCT**

at all times carry on and conduct its affairs in a proper and efficient manner in compliance with any Requirement of Law and any Regulatory Direction to which is subject from time to time in force in The Netherlands and in compliance with its articles of association (*statuten*) if failure so to comply has or is reasonably likely to have a Material Adverse Effect on the Purchaser or the Relevant Transaction Documents;

3. **CONSENTS**

obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents necessary under any Requirement of Law and any Regulatory Direction from time to time in force in The Netherlands to which it is subject:

- (a) in connection with its business where failure to do so has or is reasonably likely to have a Material Adverse Effect; or
- (b) to enable it lawfully to enter into and perform its obligations under the Relevant Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in The Netherlands of the Relevant Transaction Documents including any registration required by the laws of The Netherlands;

4. **AUTHORISED SIGNATORIES**

deliver to the Issuer and Purchaser Trustee upon any change of the list of Authorised Signatories of the Purchaser delivered pursuant to the Conditions Precedent as referred to Clause 4 (*Conditions Precedent*) of the Issuer Loan Agreement together with a specimen signature of each Authorised Signatory;

5. **REGISTERED OFFICE/NO BRANCHES**

- 5.1 maintain its registered office in The Netherlands and not move its registered office to another jurisdiction;
- 5.2 not establish any branch, whether inside or outside The Netherlands;

6. **NEGATIVE COVENANTS**

not, save to the extent contemplated or permitted by the Relevant Transaction Documents or with the prior written consent of the Issuer or the Purchaser Trustee:

- (a) carry on any business or enter into any documents;
- (b) sell, convey, transfer, lease, assign or otherwise dispose of or agree or attempt or purport to sell, convey, transfer, lease or otherwise dispose of or use, invest or otherwise deal with any of its properties, assets or undertaking or grant any option or right to acquire the same;
- (c) grant, create or permit to exist any Encumbrance other than Permitted Encumbrances over (including the grant of security or trust over or the occurrence of execution or diligence in respect of) the assets of the Purchaser;
- (d) pay dividends or make other distributions to its members out of profits available for distribution and then only in the manner permitted by its articles of association (*statuten*) and by Dutch law;
- (e) incur or permit to subsist any indebtedness whatsoever;
- (f) make any loans, grant any credit or give any guarantee or indemnity to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any other person;
- (g) merge with any other person and not enter into any demerger, amalgamation, consolidation or corporate reorganisation or transfer its business to any other person;
- (h) have any employees or premises or have any subsidiary undertaking or become a director of any company;
- (i) have an interest in any bank account other than the Purchaser Account and the Purchaser Capital Account unless such account or interest is pledged to the Purchaser Trustee on terms acceptable to it;
- (j) amend, supplement or otherwise modify its articles of association (*statuten*); or
- (k) commence a voluntary case or other proceeding seeking liquidation, reorganisation or other relief with respect of its debts under any law or seeking the appointment of a (bankruptcy) receiver, trustee, custodian, conservator or other similar person for it or for all or any substantial part of its assets and shall not consent to any such relief on to the appointment of or taking possession by any (bankruptcy) receiver, trustee custodian, conservator or other similar person

in an involuntary case or other proceeding commenced against the Purchaser;  
and

7. **BOOKS OF ACCOUNT**

maintain, or procure that the Servicer and/or the Purchaser Administrator maintains, clear and unambiguous records and books of account in respect of all amounts received in respect of the Purchased Vehicles.

**Part B - Transaction Documents**

The Purchaser shall:

1. **COMPLIANCE WITH RELEVANT TRANSACTION DOCUMENTS**

at all times comply with and perform all its obligations under the Relevant Transaction Documents and use all reasonable endeavours to procure that the other Transaction Parties, other than the Issuer, the Issuer Trustee and the Purchaser Trustee, comply with and perform all their respective obligations under the Relevant Transaction Documents;

2. **EXERCISE RIGHTS**

preserve and/or exercise and/or enforce its rights under and pursuant to the Relevant Transaction Documents;

3. **INSPECTION AND INFORMATION**

3.1 upon reasonable notice, during normal business hours allow the Issuer, the Issuer Trustee and/or the Purchaser Trustee and any persons appointed by the Issuer, the Issuer Trustee and/or the Purchaser Trustee access to such books of account and other business records as relate to the assets of the Purchaser as the Issuer, the Issuer Trustee and/or the Purchaser Trustee or any such persons may reasonably require; and

3.2 at all times give to the Issuer, the Issuer Trustee and/or the Purchaser Trustee such information, opinions, certificates and other evidence as the Issuer, the Issuer Trustee and/or the Purchaser Trustee and any persons appointed by the Issuer, the Issuer Trustee and/or the Purchaser Trustee shall reasonably require (and which it is reasonably practicable to produce) for the purposes of the discharge of the duties, trusts, powers, authorities and discretions vested in the Issuer, the Issuer Trustee and/or the Purchaser Trustee by or pursuant to the Relevant Transaction Document;

4. **NOTIFICATION OF BREACH OF PURCHASER WARRANTIES AND UNDERTAKINGS**

immediately notify the Issuer, the Issuer Trustee and/or the Purchaser Trustee if it becomes aware of any breach of the Purchaser Warranties or of any undertaking given by the Purchaser in any Relevant Transaction Documents;

5. **EXECUTION OF FURTHER DOCUMENTS**

perform any act required by any Requirement of Law or any Regulatory Direction to which it is subject to be performed, and so far as permitted by applicable law, execute

such further documents and perform such further acts as may be incidental to, or necessary in the opinion of the Issuer, the Issuer Trustee and/or the Purchaser Trustee to give effect to, the Relevant Transaction Documents;

6. **NOTIFICATION OF PURCHASER DEFAULT**

deliver notice to the Issuer, the Issuer Trustee and/or the Purchaser Trustee forthwith upon becoming aware of any Purchaser Default without waiting for the Issuer, the Issuer Trustee and/or the Purchaser Trustee to take any further action;

7. **NO VARIATION AND TERMINATION OF RELEVANT TRANSACTION DOCUMENTS**

not, save to the extent permitted by the Relevant Transaction Documents or with the prior written consent of the Issuer, the Issuer Trustee and/or the Purchaser Trustee:

7.1.1 terminate, repudiate, rescind or discharge any Relevant Transaction Document;

7.1.2 vary, novate, amend, modify or waive any material provision of any Relevant Transaction Document;

7.1.3 permit any person to do any of the things specified in Paragraph 7.1.1 or 7.1.2;  
or

7.1.4 permit any person who has obligations under the Relevant Transaction Documents to be released from such obligations other than in accordance with the terms of the Relevant Transaction Document and any Requirement of Law or any applicable Regulatory Direction;

8. **FILINGS**

effect all Required Filings in respect of the Purchaser and file, record or enrol each Relevant Transaction Document required to be filed, recorded or enrolled with any court or other authority in The Netherlands and ensure that such Required Filings and such other filings, recordings or enrolments are at all times maintained in accordance with any Requirement of Law or any Regulatory Direction; and

9. **INTERESTS IN THE PURCHASER ASSETS**

at all times own and exercise its rights in respect of the assets of the Purchaser and its interest in the assets of the Purchaser and perform and comply with its obligations in respect of the assets of the Purchaser under the terms of the Relevant Transaction Documents and ensure that, save as permitted by the Relevant Transaction Documents, no person other than the Purchaser, the Issuer or the Issuer Trustee and/or the Purchaser Trustee has any interest in the assets of the Purchaser.

## **Part C - Purchaser Administration**

### **1. PURCHASER RIGHTS**

The Purchaser shall use reasonable endeavours to procure that all payments due to it, are paid to the Purchaser Account, unless discharged by way of set-off or direct payments as contemplated by the Relevant Transaction Documents.

### **2. LEDGERS**

The Purchaser (or the Purchaser Administrator on its behalf) shall procure that the Purchaser Ledgers are maintained, that all credits to the Purchaser Account shall be further credited to the appropriate Purchaser Ledger in accordance with the Purchaser Administration Agreement and that all further credits and debts to the Purchaser Ledgers shall only be made in accordance with the Purchaser Administration Agreement.

### **3. CALCULATIONS**

The Purchaser (or the Servicer or the Purchaser Administrator on its behalf) shall procure that on each Purchaser Calculation Date, the calculations set out in Schedule 2 (*Form of Servicing Report*) to the Initial Servicing Agreement and Schedule 3 (*Form of Purchaser Administration Report*) to the Purchaser Administration Agreement will be made and reported in accordance with the Servicing Agreement and the Purchaser Administration Agreement, respectively.

In the LPNL Facility Agreement, the Purchaser covenants with LPNL and the Purchaser Trustee that it shall comply with the Purchaser Covenants, it being understood that for the purpose of the LPNL Facility Agreement references in the Purchaser Covenants to the Issuer shall be construed as references to LPNL.

### 3.5 PURCHASER SECURITY

In the Purchaser Trust Deed, the Purchaser undertakes to pay the Purchaser Parallel Debt to the Purchaser Trustee. The Purchaser Trust Deed provides that (i) the Purchaser Trustee shall be the obligee of the Purchaser Parallel Debt and shall be entitled to claim performance thereof in its own name and not as agent or trustee acting on behalf of the Purchaser Secured Creditors, (ii) the Purchaser Parallel Debt is and/or shall be separate and independent from, and without prejudice to, the Purchaser Principal Liabilities, (iii) the Purchaser Parallel Debt shall be decreased to the extent that the Purchase satisfies the Purchaser Principal Liabilities and *vice versa*, (iv) the Purchaser Parallel Debt shall not exceed the aggregate of the Purchaser Principal Liabilities at any time, (v) any Purchaser Security granted to the Purchaser Trustee to secure the Purchaser Parallel Debt is granted to the Purchaser Trustee in its capacity as creditor of the Purchaser Parallel Debt and (vi) the Purchaser Trustee shall act for the benefit of the Purchaser Secured Creditors in administering and enforcing the Purchaser Security and shall apply any amounts received by it pursuant to Clause 2.1 (*Purchaser Parallel Debt*) in accordance with the Purchaser Trust Deed.

Pursuant to Clause 7.5 (*Authorisation to acknowledge Parallel Debt*) of the Common Terms, the Purchaser Secured Creditors have acknowledged or are deemed to have acknowledged the Purchaser Parallel Debt.

The Purchaser Secured Obligations (including the Purchaser Parallel Debt) owed by the Purchaser to the Purchaser Trustee are secured by the following security rights granted to the Purchaser Trustee:

- (a) pursuant to the Purchaser Account Pledge, a first ranking disclosed right of pledge (*openbaar pandrecht*) over the Purchaser Account Rights is granted by the Purchaser. The right of pledge created pursuant to the Purchaser Accounts Pledge has been notified to the Purchaser Account Bank through a notification letter;
- (b) pursuant to the Purchaser Rights Pledge, a first ranking disclosed right of pledge over the Purchaser Rights is granted by the Purchaser. The right of pledge created pursuant to the Purchaser Rights Pledge has been notified to the Purchaser Debtors through the provisions of the Common Terms regarding notification of rights pledge;
- (c) in accordance with the Master Leases Pledge, a first ranking non-disclosed right of pledge (*stil pandrecht*) will be granted by LPNL and the Purchaser over the Leases pursuant to the relevant Leases Pledge (forming part of a Combined Vehicles Deed) in respect of each Purchased Vehicle. The Leases Pledges will not be notified to the Lessees unless an LPNL Default or a Purchaser Default has occurred which is continuing; and
- (d) in accordance with the Master Vehicles Pledge, a first ranking non-disclosed right of pledge (*stil pandrecht*) is granted by LPNL over the Purchased Vehicles pursuant to the relevant Vehicles Pledge (forming part of a Combined Vehicles Deed) in respect of each Purchased Vehicle. The Vehicles Pledges will not be notified to the Lessees unless an LPNL Default or a Purchaser Default has occurred which is continuing.

Upon the occurrence of a Purchaser Enforcement Event, the Purchaser Trustee will be entitled to enforce the Purchaser Security and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction.

### **3.6 PURCHASER ACCOUNT**

#### **Purchaser Account Agreement**

Pursuant to the terms of the Purchaser Account Agreement, the Purchaser will maintain with the Purchaser Account Bank, the Purchaser Account. Pursuant to the Purchaser Administration Agreement, the Purchaser Administrator renders the Purchaser Administration Services, including operating the Purchaser Account, and ensuring that payments are made into and from the Purchaser Account.

If the Purchaser Account Bank ceases to have the Purchaser Account Bank Ratings (or its obligations under the Purchase Account Bank cease to be guaranteed by an entity with the Purchaser Account Bank Ratings), then the Purchaser Account Agreement will (with the prior written consent of the Purchaser Trustee) be terminated by the Purchaser (or the Purchaser Administrator on its behalf).

The Purchaser Account Agreement provides that in the event of any termination (a) the Purchaser Account Bank shall assist the other parties thereto to effect an orderly transition of the banking arrangements documented hereby at its own cost and expense and (b) the parties hereto or any of them shall notify Fitch of such termination and of the identity of the successor Purchaser Account Bank.

In the Purchaser Account Agreement, the Purchaser Account Bank agrees to pay interest on the moneys standing to the credit of the Purchaser Account at specified rates determined in accordance with the Purchaser Account Agreement.

#### **Purchaser Capital Account**

The Purchaser also opened the Purchaser Capital Account, into which the Purchaser's paid-up share capital (*gestort aandelenkapitaal*) has been deposited. The minimum taxable profit (i.e. the Purchaser Profit Amount) will be deposited in the Purchaser Capital Account. No security rights will be granted over the amounts standing to the credit of the Purchaser Capital Account.

### **3.7 PURCHASER LEDGERS**

In the Purchaser Administration Agreement, the Purchaser Administrator agrees to maintain and manage the following Purchaser Ledgers for and on behalf of the Purchaser.

#### **CREDITS TO PURCHASER LEDGERS**

Amounts will be credited to the Purchaser Ledgers as follows:

##### **Purchaser Transaction Ledger**

The following amounts shall be credited upon deposit of the same into the Purchaser Account:

- (a) all amounts received pursuant to any Hire Purchase Agreement and not mentioned elsewhere under Credits to Purchaser Ledgers, including (i) Principal Collections, Vehicle Realisation Proceeds and purchase prices received pursuant to Clause 8.1 (*Repurchase Option*) of the Master Hire Purchase Agreement after expiry of the Revolving Period and (ii) Interest Collections;
- (b) the proceeds of any further LPNL Advance pursuant to the LPNL Facility Agreement in relation to exercise of the Clean-Up Call, the Prepayment Call or the Tax Call;
- (c) all amounts transferred from the Vehicle Acquisition Ledger, the Maintenance Ledger, the Net Shortfall Ledger, the Guarantee Ledger or the Deposit Ledger;
- (d) all amounts received in respect of Residual Value Shortfalls after expiry of the Revolving Period, or in respect of Incidental Debts;
- (e) all interest credited in respect of the Purchaser Account, notwithstanding to the credit of which Purchaser Ledger the relevant principal amount is standing; and
- (f) all amounts not mentioned elsewhere under Credits to Purchaser Ledgers.

##### **Vehicle Acquisition Ledger**

The following amounts shall be credited upon deposit of the same into the Purchaser Account during the Revolving Period:

- (a) all Principal Collections, Vehicle Realisation Proceeds and purchase prices received pursuant to Clause 8.1 (*Repurchase Option*) of the Master Hire Purchase Agreement; and
- (b) all amounts received in respect of Residual Value Shortfalls.

##### **Maintenance Ledger**

The following amounts shall be credited upon deposit of the same into the Purchaser Account following a downgrade of the Initial Servicer as described in the Initial Servicing Agreement, for as long as it is continuing:

- (a) any cash collateral deposited by the Initial Servicer pursuant to the Initial Servicing Agreement; and

- (b) all amounts applied pursuant to item (d) of the Purchaser Income Priority of Payments on any Purchaser Payment Date.

### **Net Shortfall Ledger**

The following amounts shall be credited upon deposit of the same into the Purchaser Account during the Revolving Period: the proceeds of any further LPNL Advance pursuant to the LPNL Facility Agreement in relation to a Net Shortfall Amount.

### **Guarantee Ledger**

The following amounts shall be credited upon deposit of the same into the Purchaser Account:

- (a) any amount received from the Guarantor to pay or replenish the Guarantee Collateral Amount;
- (b) any amount which the Purchaser is entitled to credit to the Guarantee Ledger pursuant to Clause 8.3 (*Non-exercise of option*) of the Master Hire Purchase Agreement; and
- (c) any amount which the Purchaser is entitled to credit to the Guarantee Ledger pursuant to the Guarantee following a Fitch Level 1 Downgrade, a Fitch Level 2 Downgrade or a Fitch Level 3 Downgrade.

### **Deposit Ledger**

The following amounts shall be credited upon deposit of the same into the Purchaser Account following a downgrade of LPNL, for as long as it is continuing, as described in the Master Hire Purchase Agreement: any amount paid by LPNL on any Purchaser Payment Date equal to, or to replenish the Deposit Required Amount.

### **DEBITS TO PURCHASER LEDGERS**

It has been agreed that the Purchaser (or the Purchaser Administrator on its behalf) shall not debit any amounts to any Purchaser Ledger, except as follows:

#### **The Purchaser Transaction Ledger**

In accordance with the applicable Purchaser Priority of Payments on a Purchaser Payment Date.

#### **The Vehicle Acquisition Ledger**

Amounts credited to the Vehicle Acquisition Ledger will only be available:

- (a) during the Revolving Period, to pay Defeasance Assumption Amounts and/or Defeasance Increase Amounts to the Defeaser on any Purchaser Payment Date in accordance with the Defeasance Covenant;
- (b) on any Notes Payment Date during the Revolving Period, to the extent not paid or to be paid to the Defeaser on or prior to such Notes Payment Date, for debiting in favour of the Purchaser Transaction Ledger, to be added to the Purchaser Available Redemption Funds; and

- (c) upon expiry of the Revolving Period, for debiting in full in favour of the Purchaser Transaction Ledger.

### **The Maintenance Ledger**

Amounts credited to the Maintenance Ledger will only be available:

- (a) following any decrease (if any) in the Maintenance Ledger Required Amount, (i) to the extent funded from Purchaser Available Income, for debiting in favour of the Purchaser Transaction Ledger on a Purchaser Payment Date up to the amount of such decrease and (ii) for the remainder, if any, being collateral posted by the Initial Servicer, for repayment to the Initial Servicer; and/or
- (b) following a Servicer Default and to the extent the Servicer does not, or is not longer able to, pay for maintenance or related costs, for debiting in favour of the Purchaser Transaction Ledger up to the amount of maintenance and related costs measured by or on behalf of the Purchaser.

### **The Net Shortfall Ledger**

Amounts credited to the Net Shortfall Ledger will only be available:

- (a) on any Purchaser Payment Date during the Revolving Period, to pay a Net Early Release Amount (if any) to the Purchaser Transaction ledger, to be added to the LPNL Facility Amortisation Amount due on such Purchaser Payment Date; and
- (b) upon expiry of the Revolving Period, for debiting in full in favour of the Purchaser Transaction Ledger, to be added to the Issuer Facility Amortisation Amount due on the first available Purchaser Payment Date.

### **The Guarantee Ledger**

Amounts credited to the Guarantee Ledger will only be available:

- (a) following any decrease in the Guarantee Collateral Amount, to the extent there is at such time a surplus over the sum of (i) the new Guarantee Collateral Amount and (ii) any amounts standing to the credit of the Guarantee Ledger pursuant to paragraphs (b) and/or (c) of Credits to the Guarantee Ledger: for repayment to the Guarantor;
- (b) on any Purchaser Payment Date to the extent that the Purchaser (i) is entitled to any payment from LPNL pursuant to Clause 8.3 (*Non-exercise of option*) in conjunction with Clause 8.4 (*Set-off*) of the Master Hire Purchase Agreement, (ii) does not receive such payment from LPNL and (iii) does not claim or receive an amount equal to such payment from the Guarantor: for debiting in favour of (a) during the Revolving Period, the Vehicle Acquisition Ledger or (b) after the Revolving Period, the Purchaser Transaction Ledger; and
- (c) to the extent (i) amounts have been credited to the Guarantee Ledger pursuant to Clause 8.3.4 (*Non-exercise of option*) of the Master Hire Purchase Agreement and the relevant LPNL Default has been cured to the satisfaction of the Purchaser and the Purchaser Trustee and (ii) the Guarantee Ledger is at such time fully replenished (if applicable) as

described in Clause 8.3.3 (*Non-exercise of option*) of the Master Hire Purchase Agreement, for payment to LPNL under Clause 8.3 (*Non-exercise of option*) of the Master Hire Purchase Agreement.

### **The Deposit Ledger**

Amounts credited to the Deposit Ledger will only be available:

- (a) if a Lessee invokes defences purporting to establish that an amount equal to a lost cash deposit, as described in the Master Hire Purchase Agreement, is deducted from the Lease Receivables it owes to the Purchaser: an amount equal to such deducted amount for debiting in favour of the Purchaser Transaction Ledger for addition to the Lease Collections made in the immediately preceding Vehicle Calculation Period; and
- (b) following any decrease in the Deposit Required Amount, for repayment to LPNL.

### **3.8 PURCHASER PRIORITIES OF PAYMENTS**

#### **General**

The Purchaser (or the Purchaser Administrator on its behalf) and/or Purchaser Trustee (as the case may be) shall apply any:

- (a) Purchaser Available Income received by it in accordance with the Purchaser Income Priority of Payments or the Purchaser Enforcement Priority of Payments (as applicable);
- (b) Purchaser Available Redemption Funds received by it in accordance with the Purchaser Redemption Priority of Payments or the Purchaser Enforcement Priority of Payments (as applicable); and/or
- (c) amount standing to the credit of any Purchaser Ledger and not qualifying as Purchaser Available Income or Purchaser Available Redemption Funds, in accordance with the Purchaser Administration Agreement.

#### **Purchaser Income Priority of Payments**

On each Purchaser Payment Date, as long as no Purchaser Enforcement Notice is served by the Purchaser Trustee, the Purchaser Available Income will be applied by or on behalf of the Purchaser in making the following payments in the following order of priority:

- (a) *first*, to pay any Purchaser Expenses due and unpaid to the Purchaser Trustee on such Purchaser Payment Date;
- (b) *second*, to pay on a *pari passu* and *pro rata* basis, any Purchaser Expenses due and unpaid to the Purchaser Operating Creditors (other than the Purchaser Trustee) on such Purchaser Payment Date;
- (c) *third*, to provide for the Purchaser Profit Amount in as far as necessary at such time;
- (d) *fourth*, to replenish the Maintenance Ledger up to the Maintenance Ledger Required Amount (if required);
- (e) *fifth*, to pay the Servicing Fee due and unpaid to the Servicer on such Purchaser Payment Date; and
- (f) *sixth*, to pay any fees due to the Guarantor under the Guarantee and/or amounts of interest due to the Guarantor in respect of cash collateral posted under the Guarantee, as the case may be; and
- (g) *seventh*, to pay the Issuer Loan Interest Amount and the LPNL Facility Interest Amount due and unpaid to the Issuer and LPNL, respectively, on such Purchaser Payment Date.

#### **Purchaser Redemption Priority of Payments**

On each Purchaser Payment Date, as long as no Purchaser Enforcement Notice is served by the Purchaser Trustee, the Purchaser Available Redemption Funds will be applied by or on behalf of the Purchaser (in reverse order of appearance in the definition of Purchaser Available Redemption Funds (i.e. first paragraph (e) of such definition, then paragraph (d), then paragraph

(c), then paragraph (b) and finally paragraph (a)) in making the following payments in the following order of priority:

- (a) *first*, to pay amounts due and unpaid under (a), (b), (c), (d), (e) or (f) of, and in accordance with the priority set out in, the Purchaser Income Priority of Payments on such Purchaser Payment Date;
- (b) *second*, to pay amounts due and unpaid to LPNL in respect of Residual Value Excesses and/or Incidental Collections on such Purchaser Payment Date;
- (c) *third*, to pay the Issuer Loan Amortisation Amount and the LPNL Facility Amortisation Amount due and unpaid on such Purchaser Payment Date; and
- (d) *fourth*, to pay any remaining monies (if any) to LPNL.

#### **Purchaser Enforcement Priority of Payments**

Purchaser Available Income and Purchaser Available Redemption Funds (in reverse order of appearance in the definition of Purchaser Available Redemption Funds (i.e. first paragraph (e) of such definition, then paragraph (d), then paragraph (c), then paragraph (b) and finally paragraph (a)), any amounts standing to the credit of the Purchaser Account and all monies received or recovered by the Purchaser Trustee or any other Purchaser Secured Creditor from the Purchaser Secured Property or the Purchaser, will be applied by or on behalf of the Purchaser following the date on which a Purchaser Enforcement Notice is served by the Purchaser Trustee in making the following payments in the following order of priority, provided that Purchaser Available Income will be applied first and Purchaser Available Redemption Funds thereafter:

- (a) *first*, to pay any Purchaser Expenses due and unpaid to the Purchaser Trustee on such date;
- (b) *second*, to pay, on a *pari passu* and *pro rata* basis, any Purchaser Expenses due and unpaid to the Purchaser Operating Creditors (other than the Purchaser Trustee) on such date;
- (c) *third*, to pay any fees due to the Guarantor under the Guarantee and/or amounts of interest due to the Guarantor in respect of cash collateral posted under the Guarantee, as the case may be;
- (d) *fourth*, to pay the Issuer Loan Interest Amount and the LPNL Facility Interest Amount then due and unpaid;
- (e) *fifth*, to pay the Issuer Loan Amortisation Amount and the LPNL Amortisation Amount then due and unpaid; and
- (f) *sixth*, to pay any remaining monies to LPNL.

### **3.9 PURCHASER ADMINISTRATION**

Pursuant to the Purchaser Administration Agreement the Purchaser Administrator will provide the Purchaser Administration Services to the Purchaser including to:

- (a) operate the Purchaser Account and ensure that payments are made into and from the Purchaser Account in accordance with this Agreement, the Purchaser Trust Deed, the Purchaser Security Documents, the Purchaser Account Agreement and any other Relevant Transaction Document, provided that nothing herein shall require the Purchaser Administrator to make funds available to the Purchaser to enable such payments to be made other than as expressly required by this Agreement;
- (b) in accordance with its standard guidelines perform the calculations, and provide the Purchaser Administration Report to the Purchaser, the Purchaser Trustee, the Issuer, the Issuer Trustee, the Issuer Administrator and Fitch on each Purchaser Calculation Date;
- (c) keep any records necessary for Taxation purposes;
- (d) assist the auditors of the Purchaser and provide such information to them as they may reasonably request for the purpose of carrying out their duties as auditors;
- (e) make all filings, give all notices and make all registrations and other notifications required in the day-to-day operation of the business of the Purchaser or required to be given by the Purchaser pursuant to the Relevant Transaction Documents;
- (f) arrange for, and determine the amount of, all payments due to be made by the Purchaser under any of the Relevant Transaction Documents (including under each relevant Purchaser Priority of Payments), provided that such monies are at the relevant time available to the Purchaser and provided further that nothing herein shall constitute a guarantee by the Purchaser Administrator of all or any of the obligations of the Purchaser under any of the Transaction Documents;
- (g) on behalf of the Purchaser, prepare or procure the preparation of and file all reports, annual returns, financial statements, statutory forms and other returns which the Purchaser is required by law to prepare and file. Subject to approval thereof by the Purchaser, the Purchaser Administrator shall cause such accounts to be audited by the Auditors and shall procure so far as it is able so to do that the Auditors shall make a report thereon as required by law and copies of all such documents shall be delivered to the Purchaser and the Purchaser Trustee as soon as practicable after each Accounting Reference Date of the Purchaser (as appropriate) over the preceding year;
- (h) provide accounting services, including reviewing receipts and payments, supervising and assisting in the preparation of interim statements and final accounts and supervising and assisting in the preparation of Tax returns;
- (i) provide or procure the provision of company secretarial and administration services to the Purchaser including the keeping of all registers and the making of all returns and filings required by applicable law or regulatory authorities, co-operate in the convening of board and general meetings and provide registered office facilities;

- (j) on behalf of the Purchaser claim payment to which the Purchaser is entitled under the Master Hire Purchase Agreement, the Guarantee, the Servicing Agreement, the Defeasance Covenant, the LPNL Facility Agreement, the Issuer Loan Agreement and any other Relevant Transaction Document if the conditions for payment thereunder are met; and
- (k) on behalf of the Purchaser, provided that such monies are at the relevant time available to the Purchaser, pay all the out-of-pocket expenses of the Purchaser, incurred by the Purchaser Administrator on behalf of the Purchaser in the performance of the Purchaser Administrator's duties hereunder including:
  - (i) (i) all Taxes which may be due or payable by the Purchaser;
  - (ii) (ii) all registration, transfer, filing and other fees and other charges payable in respect of the transfer or retransfer of Purchased Vehicles to or by, respectively, the Purchaser;
  - (iii) (iii) all necessary filing and other fees in compliance with regulatory requirements;
  - (iv) (iv) all legal and audit fees and other professional advisory fees; and
  - (v) (v) all communication expenses including postage, courier and telephone charges.

### **3.10 PURCHASER**

#### **Introduction**

The Purchaser is LeasePlan Securitatie B.V., incorporated on 12 December 2006 as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands and its registered office at Wisselweg 31-33, 1314 CB Almere, The Netherlands and registered with the Trade Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 34261624. The telephone number of the Purchaser is +31 36 539 3011 and the fax number of the Purchaser is +31 36 529 3707. The Purchaser has been incorporated as a special purpose company in connection with the Programme.

#### **Principal Activities**

The Purchaser's articles of association have a restrictive objects clause allowing the Purchaser the following activities:

- (a) to raise funds through, without limitation, borrowing under loan agreements, entering into financial derivatives or otherwise;
- (b) to invest and put out funds obtained by the company in, without limitation, (interests in) loans, bonds, debt instruments and other evidences of indebtedness, shares, warrants, other similar securities and financial derivatives;
- (c) to enter into and perform obligations and exercise rights under (hire)purchase agreements, servicing agreements, defeasance structures, trust deeds and any other type of agreement or structure necessary to facilitate vehicle (lease) backed securitisation or similar transactions or programmes in the broadest sense of the term;
- (d) to grant security for the company's obligations and debts, even where such obligations and/or debts have been or will be transferred to or assumed by others;
- (e) to obtain, to hold, to transfer, encumber and otherwise dispose of assets whether or not embodied in securities, bonds or guarantees and to exercise all accessory and ancillary rights connected thereto; and
- (f) to enter into agreements, including, but not limited to, bank account, securities, administration, custody and asset management agreements in connection with the objects mentioned under (a) through (e) above.

The Purchaser has not engaged since its incorporation, and will not engage whilst the Notes remain outstanding, in any material activities other than activities which are incidental or ancillary to the foregoing.

The Purchaser has no subsidiaries. The Purchaser has no employees.

#### **Shareholders**

The Purchaser has an authorised share capital of €18,000, all of which have been issued and are fully paid. The entire issued share capital is owned by the Purchaser Holding being Stichting

Holding LeasePlan Securitatie, a foundation (*stichting*) established under the laws of The Netherlands. The Purchaser Holding was established on 7 December 2006 and has its registered office at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands.

### **Directors of the Purchaser**

On the Initial Closing Date Mr. L.A.M. Vernaus and Mr. T. Kuipers were appointed as managing directors of the Purchaser under the condition subsequent (*ontbindende voorwaarde*) that an LPNL Default occurs. The Purchaser has entered into the Management Agreement (Purchaser) with ATC SPV Management (Netherlands) B.V. on or around the Initial Closing Date, pursuant to which it was appointed as managing director to the Purchaser under the condition precedent (*opschortende voorwaarde*) that an LPNL Default occurs.

The Management Agreement (Purchaser) provides that it will continue until terminated by the parties thereto jointly in writing with due observance of a notice period of at least sixty (60) days unless ATC SPV Management (Netherlands) B.V. becomes insolvent or fails to comply with its obligations under the agreement and its appointment is terminated by the Purchaser Holding, in which case the agreement will terminate automatically as set out in more detail in a letter of undertaking to be entered into on or around the date hereof (the "**Letter of Undertaking**") between, among others, the Purchaser, Purchaser Trustee and ATC SPV Management (Netherlands) B.V.

In the Letter of Undertaking the parties thereto covenant and undertake with LPNL and the Purchaser Trustee *inter alia* that for so long as the Purchaser has any liabilities under the Transaction Documents (i) the Management Agreement (Purchaser) will not be terminated, assigned, novated, varied or amended without prior written notification to LPNL and the Purchaser Trustee and (ii) ATC SPV Management (Netherlands) B.V. will not resign as managing director to the Purchaser except in the situation that suitable person(s), entities, trust(s) or administration office(s) has/have been contracted to act as managing director(s) of the Purchaser. The following table sets out the managing directors (*bestuurders*) of the Purchaser and its business address and occupation.

<b>Name</b>	<b>Business Address</b>	<b>Business Occupation</b>
L.A.M. Vernaus	Wisselweg 31-33 1314 CB Almere The Netherlands	Director
T. Kuipers	P.J. Oudweg 41 1314 CJ Almere The Netherlands	Director

There are no potential conflicts between any material duties to the Purchaser and the private interests of the managing directors of the Purchaser. In view of other duties of Messrs. Vernaus and Kuipers (including acting as managing director and/or employee, as the case may be, of LPNL and/or LPCorp and/or any other member of LeasePlan) there are potential conflicts between material duties to the Purchaser and other duties of the managing directors of the

Purchaser. However, as described above, if an LPNL Default occurs which is continuing, the sole managing director of the Purchaser will be ATC SPV Management (Netherlands) B.V.

#### **403-Statement**

For accounting purposes, the Purchaser will be included in the consolidated financial statements of LPCorp and it will not publish its own financial statements. In this context, LPCorp will file a statement with the relevant commercial register to the effect that it assumes joint and several liability for the debts and obligations arising from legal acts entered into by the Purchaser in accordance with section 2:403 of the Dutch Civil Code. A similar statement has been issued by LPCorp in respect of LPNL. It should be noted however, that in the Relevant Transaction Documents all Transaction Parties waive any rights they might have against LPCorp under the 403 Statement issued in respect of the Purchaser.

#### **Covenants**

In the Purchaser Trust Deed the Purchaser covenants with the Purchaser Trustee that it will comply with the Purchaser Covenants.

### 3.11 PURCHASER TRUSTEE

The Purchaser Trustee is Stichting Trustee LeasePlan Securitatie, a foundation (*stichting*) incorporated under the laws of The Netherlands on 12 December 2006. It has its registered office at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands, and is registered with the Commercial Register of the Chamber of Commerce in Amsterdam, The Netherlands under number 34261644.

The objects of the Purchaser Trustee are:

- (a) to act as agent and/or trustee in favour of creditors of the private company with limited liability: LeasePlan Securitatie B.V., with its seat (*statutaire zetel*) in Amsterdam;
- (b) to obtain security rights as an agent and/or trustee and/or for itself;
- (c) perform any (*legal*) acts, including accepting the "parallel debt" of LeasePlan Securitatie B.V. in order to hold the security rights mentioned under (b) and consenting to any transfer thereof to Stichting Defeasance LeasePlan Securitatie, a foundation (*stichting*) with its seat (*statutaire zetel*) in Amsterdam;
- (d) to manage, to hold and to enforce the security rights mentioned under (b);
- (e) to borrow or raise money; and
- (f) to perform any and all acts which are related, incidental or which may be conducive to the above.

The sole director of the Purchaser Trustee is Trust International Management (T.I.M) B.V. having its registered office at Telestone 8, Naritaweg 165, 1043 BW, The Netherlands. The managing directors of Trust International Management (T.I.M) B.V. are Messrs M.F. Selhorst, Mr. E.P. Knüpfer and W.J. Langeveld.

### **3.11 GUARANTOR**

The (initial) Guarantor is LPCorp.

Please refer to Section 2.9 (*Liquidity Facility Provider; Interest Rate Swap Counterparty*).

## **4. PURCHASED VEHICLES TRANSFER**

### **4.1 HIRE PURCHASE AGREEMENTS**

Pursuant to the Master Hire Purchase Agreement, the Purchaser will hire purchase Vehicles from LPNL from time to time. It hire purchased the Initial Vehicles on the Initial Closing Date and hire purchases Further Vehicles on any Purchaser Payment Date from time to time.

#### **Effectuation**

Each hire purchase will be effected by way of execution of a duly completed Combined Vehicles Deed, which will, among other things, have the following features:

- (i) it will include a Hire Purchase Agreement for each Purchased Vehicle to which it pertains;
- (ii) it will include an Assignment Deed and a Vehicles Pledge and Leases Pledge. It will on or prior to the relevant Purchase Date be offered by or on behalf of LPNL to the Dutch tax authorities (*Belastingdienst*) for registration and date stamp; and
- (iii) as long as no LPNL Default has occurred, the Combined Vehicles Deed will not be notified to the relevant Lessee.

Delivery (*levering*) occurs by LPNL providing the control (*machtsverschaffing*) of each such Purchased Vehicle to the Purchaser on the associated Purchase Date. Until notification of any Hire Purchase Agreement, the Purchaser's control of each Purchased Vehicle will be indirect (*middelijk*). In other words, until the Hire Purchase Agreement is notified, LPNL will hold the relevant Purchased Vehicle for the Purchaser indirectly, that is through the relevant Lessee, which continues to hold the relevant Purchased Vehicle for LPNL.

#### **Risks, benefit, proceeds and assignment**

As of the relevant Commencement Date, the risk and benefit relating to a Purchased Vehicle will be for the account of the Purchaser. The obligations of LPNL in respect of the Purchased Vehicle will remain with LPNL until such time as the Purchaser acquires full title to the relevant Purchased Vehicle. The same applies to those rights of LPNL under the associated Lease which are not capable of being assigned and do not qualify as proceeds (*vruchten*). In the Master Hire Purchase Agreement LPNL agrees to perform such obligations and exercise such rights in the same manner as it would have been required to do under the Initial Servicing Agreement on behalf of the Purchaser if such rights and obligations had transferred to the Purchaser.

For each Purchased Vehicle it is agreed in the Master Hire Purchase Agreement that all associated Lease Receivables and any associated Incidental Receivables will qualify as proceeds of such Purchased Vehicle as referred to in Section 7A:1576n of the Dutch Civil Code, with the intent that the Purchaser will by operation of law be entitled to such proceeds from the relevant Purchase Date. To the extent this is not effective for any Lease Receivable or Incidental Receivable for any reason, LPNL in the applicable Assignment Deed assigns (*cedeert*) each such Lease Receivable and Incidental Receivable to the Purchaser.

## **Full title**

By operation of law, full title (*eigendom*) to any Purchased Vehicle shall transfer to the Purchaser upon full discharge of the Purchase Price in respect of such Purchased Vehicle, regardless whether LPNL has become Insolvent at such time.

In respect of each Purchased Vehicle it is agreed in the Master Hire Purchase Agreement that all rights and obligations under the associated Lease will qualify as being "directly connected to the granting of quiet enjoyment against payment of lease instalments" (*die onmiddellijk verband houden met het doen hebben van het gebruik van de zaak tegen een door de huurder te betalen tegenprestatie*) as referred to in Section 7:226(3) of the Dutch Civil Code. The intention is that, upon the transfer to the Purchaser of full title to the relevant Purchased Vehicle, all such rights and obligations transfer to the Purchaser by operation of law. It is agreed that if and to the extent this is not effective for any right or obligation under the associated Lease for any reason, then:

- (i) upon the transfer of title to the relevant Purchased Vehicle to the Purchaser, the risk and benefit of each right and obligation shall be for the account of the Purchaser (in the case of rights: to the extent not yet transferred as envisaged above); and
- (ii) if an LPNL Default has occurred and if (i) deemed necessary or (ii) useful by the Purchaser, the Purchaser shall:
  - (a) offer to enter into an agreement with the relevant Lessee on the same terms as the rights and obligations that have not transferred; and
  - (b) request the relevant Lessee to pay all further Lease Receivables and Incidental Receivables to a bank account designated by the Purchaser (or the Purchaser Trustee on its behalf),

which offer and request LPNL has agreed to support and co-operate with.

## **Purchase Price**

The Purchase Price for each Purchased Vehicle will equal the sum of, as at the relevant Purchase Date, (a) the Book Value of the relevant Purchased Vehicle and (b) the sum of all future Interest Receivables under the associated Lease. Each Purchase Price will be paid in one or more Regular Purchase Instalments and one Final Purchase Instalment.

There will be a Regular Purchase Instalment for each Vehicle Calculation Period that falls, in whole or in part, in the period from the applicable Purchase Date to the applicable Lease Maturity Date. Each Regular Purchase Instalment for a Purchased Vehicle for a Vehicle Calculation Period will equal the sum of the Interest Receivable and the Principal Receivable for such Vehicle Calculation Period under the relevant Lease. Each Regular Purchase Instalment which is payable in respect of a Vehicle Calculation Period, will be due on the first Purchaser Payment Date following such Vehicle Calculation Period. For each Purchased Vehicle, the first Regular Purchase Instalment will apply to the period from the associated Commencement Date to the final day of the Vehicle Calculation Period in which the associated Purchase Date falls.

The Final Purchase Instalment for a Vehicle will equal the Book Value of such Vehicle as at the Lease Termination Date. It will be due on the first Purchaser Payment Date following the Vehicle Calculation Period in which the corresponding Lease Termination Date falls.

It is possible that Lease Receivables are adjusted from time to time in accordance with the Servicer's standard practice and that this affects any of the items on which the Purchase Price or any relevant Purchase Instalment is based. The Master Hire Purchase Agreement provides that if that happens, the Purchase Price and the relevant Purchase Instalments will be amended accordingly in the first following Combined Vehicles Deed. Such amendments are envisaged to result in Defeasance Decrease Amounts or Defeasance Increase Amounts, as the case may be, under the Defeasance Covenant.

By operation of law, the Purchaser is entitled to prepay any Purchase Price at any time. In the Master Hire Purchase Agreement it is agreed that this is only intended to occur in relation to any Purchased Vehicle in accordance with the Defeasance Facility Agreement. In case of such a prepayment, the applicable Purchase Price shall be discounted for an amount equal to (i) all then future Interest Receivables under the associated Lease or (ii) if higher and mandatory, a 5% discount by operation of law, to be applied to the Interest Purchase Component first and the remainder (if any) to the Principal Purchase Component.

In the Master Hire Purchase Agreement it is agreed that all Purchase Instalments will be paid in accordance with the Defeasance Covenant.

### **LPNL Default**

The Master Hire Purchase Agreement provides that if an LPNL Default (or a Purchaser Default) occurs and is continuing:

- (i) no further Hire Purchase Agreements shall be entered into and the Purchaser (or LPNL, respectively) may terminate the Master Hire Purchase Agreement. However, termination of the Master Hire Purchase Agreement will not affect any of the rights and obligations in relation to Hire Purchase Agreements already entered into until LPNL, the Purchaser and the Purchaser Trustee have no further obligations vis-à-vis each other under or pursuant to any such Hire Purchase Agreement.
- (ii) LPNL shall at its own cost forthwith notify (a) each Lessee of a Purchased Vehicles at such time and (b) if so requested by the Purchaser or the Purchaser Trustee, the associated Insurer and any other relevant party indicated by the Purchaser or the Purchaser Trustee, of the relevant Combined Vehicles Deed and instruct the relevant Lessee and, if applicable, Insurer to make all payments in respect of the relevant Purchased Vehicle directly to the Purchaser Account or such other account as the Purchaser or the Purchaser Trustee may designate for such purpose.

### **Downgrade**

The Master Hire Purchase Agreement provides that in the event that, and for as long as, the short-term, unsecured, unsubordinated and unguaranteed debt obligations of LPNL are assigned a direct or indirect rating of less than F1 by Fitch, LPNL will post collateral to cover the risk that a Lessee (i) does not receive (a) any cash deposit it has made with LPNL, back from LPNL or (b) payment of any Incidental Debt due by LPNL, and invokes defences purporting to

establish that an amount equal to such cash deposit or Incidental Debt is deducted from the Lease Receivables it owes to the Purchaser. Such collateral will be posted by transferring an amount equal to the Deposit Required Amount to the Purchaser Account for further credit to the Deposit Ledger, and where applicable replenishing such Deposit Ledger up to the Deposit Required Amount from time to time.

## **4.2 LPNL WARRANTIES AND COVENANTS**

### **General Warranties**

Under or pursuant to the Master Hire Purchase Agreement, LPNL represents and warrants that on the date of the Master Hire Purchase Agreement as well as on each Purchase Date, the General Warranties are true and correct in all material respects, being the following statements:

#### **Part A - Corporate**

##### **1. INCORPORATION**

LPNL is duly incorporated in The Netherlands under the laws of The Netherlands as a public limited liability company (*naamloze vennootschap*), with full power and authority to own its assets and conduct its business as currently conducted by it.

##### **2. LITIGATION**

Save as disclosed in the Prospectus, no litigation, arbitration or administrative proceedings of or before any court, tribunal or governmental body have been commenced or so far as LPNL is aware, are pending or threatened against LPNL or any of its assets or revenues which if adversely determined is reasonably likely to have a Material Adverse Effect on LPNL or any Relevant Transaction Document.

##### **3. SOLVENCY**

LPNL is not Insolvent.

##### **4. CONSENTS**

LPNL has obtained and maintains in effect all authorisations, filings, registrations, qualifications, approvals, licences and consents required for the conduct of its business ("**Authorisations**") in The Netherlands and in each jurisdiction in which it carries on business, if failure to obtain or maintain such Authorisations is reasonably likely to have a Material Adverse Effect on LPNL or any Relevant Transaction Document.

##### **5. NO PARTICIPATIONS IN RELATION TO THE ISSUER**

LPNL does not participate, directly or indirectly, in the management, control or capital of the Issuer.

#### **Part B - Transaction Documents**

##### **1. CORPORATE POWER**

LPNL has the requisite power and authority to enter into each Relevant Transaction Document and to undertake and perform the obligations expressed to be assumed by it therein.

##### **2. AUTHORISATION**

All acts, conditions and things required to be done, fulfilled and performed in order to (i) enable LPNL lawfully to enter into each Relevant Transaction Document, (ii) enable

LPNL lawfully to exercise its rights under and perform and comply with the obligations expressed to be assumed by it in the Relevant Transaction Documents, (iii) ensure that the obligations expressed to be assumed by it in the Relevant Transaction Documents are legal, valid, binding and enforceable against it and (iv) make the Relevant Transaction Documents admissible in evidence in The Netherlands, have been done, fulfilled and performed and are in full force and effect or, as the case may be, have been effected and no steps have been taken to challenge, revoke or cancel any such authorisation obtained or effected.

3. **NO BREACH OF LAW OR CONTRACT**

The entry by LPNL into and the execution of the Relevant Transaction Documents and the performance by LPNL of its obligations under the Relevant Transaction Documents do not and will not conflict with or constitute a breach or infringement of any of the terms of, or constitute a default by, LPNL under:

- (a) LPNL's articles of associations;
- (b) any Requirement of Law or any Regulatory Direction applicable to it; or
- (c) any agreement or other instrument to which LPNL is a party or which is binding on it,

where such conflict, breach, infringement or default is reasonably likely to have a Material Adverse Effect on LPNL or the Relevant Transaction Document.

4. **VALID AND BINDING OBLIGATIONS**

The obligations expressed to be assumed by LPNL under the Relevant Transaction Documents are legal and valid obligations binding on it and enforceable against it, except as such enforcement may be limited by applicable insolvency law or other similar laws affecting the enforcement of the rights of creditors generally or as set out in the legal opinions issued in relation to the Transaction Documents.

5. **FILINGS**

Save for the Required Filings in respect of LPNL under the laws of The Netherlands in force as at the date hereof, it is not necessary that any Relevant Transaction Document be filed with any court or other authority in The Netherlands.

6. **LPNL DEFAULT**

No LPNL Default has occurred.

**Vehicle Warranties**

Under or pursuant to the Master Hire Purchase Agreement, LPNL represents and warrants in respect of each Purchased Vehicle as of its Purchase Date, that the Vehicle Warranties are true and correct in all material respects, being the following statements:

**Part C - Vehicles**

1. **HIRE PURCHASE CRITERIA**

Each Vehicle in respect of which the relevant Combined Vehicles Deed contains a Hire Purchase Agreement meets the Hire Purchase Criteria.

2. **VEHICLE PARTICULARS**

The particulars relating to the Purchased Vehicles set out in Annex 1 (*Vehicles*) to the relevant Combined Vehicles Deed are true and correct in all material respects.

3. **COLLECTION ACCOUNT**

LPNL has instructed the Lessees of all relevant Vehicles to pay any amounts due under the relevant Leases to the Collection Account.

Pursuant to the Master Hire Purchase Agreement, a Vehicle meets the Hire Purchase Criteria referred to in the Vehicle Warranties if it meets the following criteria as of its Purchase Date:

1. Its Lessee is a Dutch legal person (*rechtspersoon*) located in The Netherlands or a private individual or partnership (*personenvennootschap*) conducting a profession or an enterprise located in The Netherlands.
2. Its associated Lease is governed by Dutch law.
3. The amounts due and payable under its associated Lease are denominated in Euro.
4. Its associated Lease term (including any extension to which its associated Lessee is entitled) is less than 85% of its economic lifespan.
5. Its Estimated Residual Value, as estimated upon commencement of its associated Lease, is no less than 7.5% of its original investment value.
6. Its Lessee has not been granted:
  - (a) an option to purchase it upon Lease Termination for a purchase price less than its Estimated Residual Value, as estimated upon commencement of its associated Lease; or
  - (b) conditional or unconditional title to it.
7. It is (to be) financed by the Lessor (and not by the Lessee).
8. Its transfer will not violate any agreement binding on LPNL.
9. All of LPNL's obligations which have fallen due under or in connection with its associated Lease have been performed in all material respects and so far as LPNL is aware, its Lessee has not threatened or commenced any legal action which has not been resolved against LPNL for any failure on the part of LPNL to perform any such obligation.
10. Its associated Lease is in full force and effect and constitutes legal, valid and enforceable obligations of its Lessee and is enforceable against such Lessee in accordance with the terms of the associated Lease Agreement and there is sufficient written evidence hereof.

11. Subject to Adverse Claims under the BOVAG General Conditions and the FOCWA General Conditions, (i) LPNL has full right and title to it, free and clear of any Adverse Claim, and has power to transfer or encumber (*is beschikkingsbevoegd*) it and LPNL has not agreed to transfer or encumber it, whether or not in advance, in whole or in part, in any way whatsoever and (ii) otherwise there is no person or entity with a prior proprietary right (*oorspronkelijk rechthebbende*) or privileged receivable (*geprivilegeerde schuldeiser*) in respect of it.
12. LPNL is the lessor under the associated Lease.
13. Its associated Lease has been entered into in accordance with all applicable legal requirements and materially met LPNL's standard underwriting criteria and procedures prevailing at that time, which did not materially differ from the underwriting criteria and procedures of a prudent lessor of vehicles in The Netherlands.
14. Its particulars set out in Annex 1 (*Vehicles*) to the relevant Combined Vehicles Deed are sufficient to easily segregate and identify it for ownership and security purposes on any day.
15. It has together with its keys and identification papers been delivered (*ter hand gesteld*) by on or behalf of its Supplier to the relevant Lessee or, if applicable, LPNL.

#### **Breach of LPNL Warranties**

If the Purchaser becomes aware that any of the LPNL Warranties has been breached, it may notify LPNL in writing. In the Master Hire Purchase Agreement, LPNL undertakes to as soon as reasonably possible notify the Purchaser in writing of any breach of any of the LPNL Warranties. Upon LPNL's receipt or delivery, respectively, of such a notice, it has a period of 20 Business Days to remedy the breach specified in such notice, if capable of remedy. If such breach is not capable of remedy, or is not remedied to the satisfaction of the Purchaser within the 20 Business Days, then:

- (i) if the breach relates to a Vehicle Warranty:
  - (a) LPNL is obliged to terminate (*opzeggen*) the Hire Purchase Agreement relating to the relevant Purchased Vehicle as of the first following Purchaser Payment Date; or
  - (b) LPNL is obliged to procure that on the first following Purchaser Payment Date a further LPNL Advance is made in an amount equal to the Book Value of the relevant Purchased Vehicle as at the final day of the immediately preceding Vehicle Calculation Period. Pursuant to, among other things, the LPNL Facility Agreement and the Purchaser Administration Agreement, the proceeds of such LPNL Advance will be credited to the Purchaser Transaction Ledger and will be added to the Purchaser Available Redemption Funds; or
- (ii) if the breach relates to a General Warranty, LPNL is obliged to pay to the Purchaser forthwith on an after tax full indemnity basis the direct losses suffered or incurred (*geleden verlies*) by the Purchaser as a result of the breach of the relevant General Warranty.

If LPNL performs its obligations as described above, the Purchaser nor the Purchaser Trustee shall have any other remedy or cause of action in relation to the breach of the relevant LPNL Warranty.

### **LPNL Covenants**

In the Master Hire Purchase Agreement, LPNL undertakes to comply with the LPNL Covenants, being the following:

LPNL shall:

- (a) exercise all of its retained rights under all agreements with Suppliers relating to the Purchased Vehicles in the interest of the Purchaser and in accordance with the written instructions given to it from time to time by or on behalf of the Purchaser (if any);
- (b) not do or omit to do any act or thing which might prejudice the interests of the Purchaser and/or the Purchaser Trustee in any Purchased Vehicle;
- (c) upon its becoming aware of any LPNL Default give notice to the Purchaser and the Purchaser Trustee setting forth details of such LPNL Default and the action which LPNL proposes to take with respect thereto;
- (d) forthwith upon its becoming aware of any actual or threatened litigation or dispute concerning any Purchased Vehicle give notice of it to the Purchaser and the Purchaser Trustee;
- (e) at its own expense, at the reasonable request of the Purchaser, join in any legal proceedings where the right and interest of the Purchaser and/or Purchaser Trustee in any Purchased Vehicle is or may be questioned with a view to supporting the defence of such right and interest;
- (f) not without the Purchaser's prior written consent, such consent not to be unreasonably withheld, implement any change in its standard underwriting criteria which could have a Material Adverse Effect for the Purchaser or the Purchaser Trustee;
- (g) keep records of the Purchased Vehicles and identify such Vehicles as being subject to a Hire Purchase Agreement;
- (h) not take or omit to take any action which would result in the Purchased Vehicles becoming subject to any Encumbrance other than a Permitted Encumbrance;
- (i) forthwith upon an LPNL Default, provide to the New Servicer, on behalf of the Purchaser, in relation to each Purchased Vehicle, all documentation which is required to enable the Purchaser to protect and enforce the rights transferred to it in respect of such Purchased Vehicle;
- (j) provide the Purchaser and/or the Purchaser Trustee with such information in relation to the Purchased Vehicle as the Purchaser or the Purchaser Trustee may from time to time reasonably request;

- (k) unless otherwise informed, at all times continue to instruct the Lessees to pay any amounts due under the relevant Leases to the Collection Account; and
- (l) make and enforce claims under any insurance policies (if any) relating to the Purchased Vehicles of which it has the benefit and hold the proceeds of such claims for the Purchaser or on-pay such proceeds as the Purchaser may direct.

### **4.3 TERMINATION OF HIRE PURCHASE AGREEMENTS**

The Master Hire Purchase Agreement provides for two ways of termination (*opzegging*) of Hire Purchase Agreements. First, LPNL has an option to terminate all Hire Purchase Agreements relating to any one Lessee selected on a random basis. Exercise of this termination option is only allowed if both before and after the consummation of the termination, the Net Vehicles Balance is greater than the Issuer Loan. Secondly, as described above, LPNL has an option to terminate Hire Purchase Agreements where there is an unremedied breach of a Vehicle Warranty.

Termination of a Hire Purchase Agreement occurs as of a Cut-Off Date and contemplates, among other things, (a) the control of the relevant Purchased Vehicles being provided back to LPNL, (b) a (conditional) re-assignment of the relevant future Lease Receivables and Incidental Receivables and (c) a termination of the Purchaser Trustee's right of pledge on each relevant Purchased Vehicle and future Lease Receivables and Incidental Receivables. Each re-assignment and termination of pledge will be conditional on the associated Defeasance Advance being fully and finally repaid in accordance with the Defeasance Covenant.

Pursuant to each such termination, the obligation of the Purchaser (or following assumption of debt by the Defeaser: the Defeaser) to pay any remaining Regular Purchaser Instalment or Final Purchase Instalment under the relevant Hire Purchase Agreement shall cease. Such terminations are envisaged to result in Defeasance Termination Amounts under the Defeasance Covenant.

#### 4.4 REPURCHASE OPTION

For each Vehicle Calculation Period, LPNL has the option to repurchase all Purchased Vehicles of which the associated Lease Termination Date falls in such Vehicle Calculation Period, for a purchase price equal to the aggregate Book Value of such Purchased Vehicles as at their respective Lease Termination Date.

If LPNL exercises its repurchase option, the corresponding (conditional) retransfer of, and (conditional) termination of the right of pledge on, the relevant Purchased Vehicles will include a retransfer of, and (conditional) termination of the right of pledge on, any relevant Incidental Receivable and a retransfer of any relevant Incidental Debt and which will exclude all associated Lease Receivables. The repurchase price will be paid on the Purchaser Payment Date first following the relevant Vehicle Calculation Period and the retransfer and termination of right of pledge will be conditional on such payment obligation being fully and finally discharged.

If LPNL does not exercise its repurchase option or does not pay the repurchase price, and the Purchaser (or the Purchaser Administrator on its behalf) determines that there is:

- a Residual Value Shortfall and/or Incidental Debt in relation to the relevant Vehicle in any Vehicle Calculation Period, LPNL will pay to the Purchaser an amount equal to that Residual Value Shortfall and/or Incidental Debt on the Purchaser Payment Date first following such Vehicle Calculation Period; and/or
- a Residual Value Excess and/or Incidental Receivable in relation to the relevant Vehicle in any Vehicle Calculation Period, the Purchaser will pay to LPNL an amount equal to any such Residual Value Excess and/or the associated Incidental Collection on the Purchaser Payment Date first following such Vehicle Calculation Period.

provided that:

- to the extent any amount to which the Purchaser is entitled, is paid by the Guarantor or from cash collateral deposited by the Guarantor on the Guarantee Ledger, the Purchaser shall not be obliged to pay any amount, but shall instead be entitled to credit the equivalent of the amount that would otherwise have been payable by it, to the Guarantee Ledger and apply such amount in accordance with the Purchaser Administration Agreement and, after any such application, replenish the Guarantee Ledger in the manner and to the extent set out in this paragraph, and so on; and
- for as long as an LPNL Default has occurred which is continuing, the Purchaser shall not be obliged to pay any amount, but shall instead be entitled to credit the equivalent of the amount that would otherwise have been payable by it, to the Guarantee Ledger and apply such amount in accordance with the Purchaser Administration Agreement.

All payment obligations due by LPNL on any Purchaser Payment Date in respect of LPNL's failure to exercise its repurchase option as described above, will be automatically (*van rechtswege*) set-off against all payment obligations due by the Purchaser on the same Purchaser Payment Date in respect of LPNL's failure to exercise its repurchase option as described above.

In accordance with the Master Hire Purchase Agreement, LPNL has procured the Guarantee to be issued in favour of the Purchaser.

In the Guarantee, the Guarantor:

- (i) issues an independent, unconditional and irrevocable guarantee to pay to the Purchaser upon the first written demand by or on behalf of the Purchaser any and all amounts due from LPNL to the Purchaser under, pursuant to and/or in connection with the obligations of LPNL vis-à-vis the Purchaser under Clause 8.3 (*Non exercise of Option*, which option is described above) in conjunction with Clause 8.4 (*Set-off*) of the Master Hire Purchase Agreement (the "**Obligations**"); and
- (ii) independently, unconditionally and irrevocably agrees, as a separate undertaking, to pay by way of indemnity or otherwise to the Purchaser on first demand an amount equal to any shortfall which the Purchaser may suffer between any and all amounts from time to time:
  - (a) actually received by the Purchaser under, pursuant to and/or in connection with the Obligations and/or the guarantee described in (i) above; and
  - (b) which the Purchaser is entitled to receive under, pursuant to and/or in connection with the Obligations and/or the guarantee contained in (i) above, if the terms and conditions as expressed in the Master Hire Purchase Agreement and such guarantee, are adhered to by the LPNL and the Guarantor,

for whatever reason such shortfall may arise, including a stipulation by LPNL contrary to the provisions of the Master Hire Purchase Agreement, whether or not through court intervention or mandatory law, except if such shortfall is caused by gross negligence of wilful misconduct on the part of the Purchaser,

provided that (1) the demand states the amount of the claim and how such amount is arrived at and (2) the demand contains the Purchaser's statement that the amount claimed represents and covers amounts which are due and payable under (i) or (ii) above, as the case may be.

The Guarantee provides that it is a continuing guarantee and shall remain in full force and effect unless and to the extent as the Purchaser, by means of a written notice, has released the Guarantor from its obligations hereunder. Under the Guarantee the Purchaser shall forthwith provide the Guarantor with such notice of release if and when, with the prior written consent of the Purchaser (i) the Guarantee shall have been replaced by a guarantee and indemnity in form and substance acceptable to the Purchaser and/or (ii) the Guarantor shall have been replaced by a party acceptable to the Purchaser.

The maximum principal amount recoverable under the Guarantee is the Guarantee Collateral Amount at such time minus the aggregate at such time of all amounts paid by the Guarantor or from the cash collateral deposited by the Guarantor on the Guarantee Ledger.

In the event (such event, a "**Fitch Level 1 Downgrade**") that, at any time (x) the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Guarantor are assigned a rating of less than F1 by Fitch; or (y) the long-term unsecured, unsubordinated and

unguaranteed debt obligations of the Guarantor are assigned a rating of less than A by Fitch (such ratings together, the "**Fitch Ratings**"); or (z) any such rating is withdrawn by Fitch, then the Guarantor will at its own cost within thirty (30) days of such reduction or withdrawal of any such rating:

- (A) transfer all of its rights and obligations under the Guarantee to a replacement third party with a rating of at least as high as the Fitch Ratings;
- (B) procure that a third party that has the Fitch Ratings, unconditionally guarantees the obligations of the Guarantor under the Guarantee;
- (C) post collateral to cover the potential replacement costs of the Guarantee at a minimum amount in accordance with the criteria of Fitch; or
- (D) take any other action approved by Fitch,

provided that: (x) if the Guarantor has suffered a downgrade below a short-term rating of F2 or a long-term rating of BBB+, (such event, a "**Fitch Level 2 Downgrade**"), or where the initial downgrade already took the rating below F2 or BBB+, then only the actions specified in (A) and (B) above, are the recommended actions of choice; and (y) the action specified in (C) above, is acceptable only if the mark-to-market calculations and the correct and timely posting of collateral are verified by an independent third party.

If there is a downgrade (such event a "**Fitch Level 3 Downgrade**"), below a short-term rating of F3 or a long-term rating of BBB-, then only the actions specified in (A) and (B) above, are acceptable.

If the Guarantor does not take any of the measures described in (A) through (D) above, whether following a Fitch Level 1 Downgrade, a Fitch Level 2 Downgrade or a Fitch Level 3 Downgrade, the Purchaser shall have the right to claim the maximum amount which can be claimed under the Guarantee on the thirtieth (30th) day following the Fitch Level 1 Downgrade, Fitch Level 2 Downgrade or Fitch Level 3 Downgrade, as applicable, and deposit the proceeds on the Purchaser Account for further credit to the Guarantee Ledger. Under the Guarantee the Guarantor is obliged to forthwith pay such amount to the Purchaser.

In the Guarantee the Guarantor undertakes to deposit cash collateral on the Guarantee Ledger for an amount equal to the Guarantee Collateral Amount from time to time. Pursuant to the Master Hire Purchase Agreement, LPNL may, subject to Rating Agency Confirmation, opt for Guarantor or Guarantee substitution and/or take such other action to replace or collateralise the Guarantee as Fitch may approve.

## 4.5 DEFEASANCE

### Assumption of debt; Defeasance Advance

Pursuant to the Defeasance Covenant, each time the Purchaser enters into a Hire Purchase Agreement, (i) the Purchaser will pay the Defeaser the associated Defeasance Assumption Amount and (ii) the Defeaser assumes by way of debt take-over (*schuldoverneming*) the Purchaser's obligation to pay to LPNL the associated Purchase Instalments. Each such assumption of debt by the Defeaser also includes the Purchaser's associated payment obligations to the Purchaser Trustee under the Purchaser Parallel Debt.

Pursuant to the Defeasance Facility Agreement, the Defeaser will make a Defeasance Advance to LPNL in respect of and equal to each associated Defeasance Assumption Amount.

Any obligation of the Purchaser to pay a Defeasance Assumption Amount to the Defeaser shall on the applicable Purchaser Payment Date be discharged as follows:

- (i) to the extent funded by the Issuer Loan, by way of a direct payment by or on behalf of the Issuer to LPNL, discharging (a) the Issuer's associated payment obligation to the Purchaser under the Issuer Loan, (b) the Purchaser's payment obligation to pay to the Defeaser the relevant Defeasance Assumption Amount and (c) the Defeaser's associated payment obligation to LPNL under the relevant Defeasance Advance;
- (ii) to the extent funded by the LPNL Facility, by way of automatic (*van rechtswege*) multi-party set-off (*verrekening*), discharging (a) LPNL's associated payment obligation to the Purchaser under the relevant LPNL Advance, (b) the Purchaser's payment obligation to pay to the Defeaser the relevant Defeasance Assumption Amount and (c) the Defeaser's associated payment obligation to LPNL under the relevant Defeasance Advance;
- (iii) during the Revolving Period only, to the extent (a) funded from the Vehicle Acquisition Ledger and (b) sufficient funds are standing to the credit of the Vehicle Acquisition Ledger, by way of a direct payment by or on behalf of the Purchaser to LPNL, discharging (1) the Purchaser's payment obligation to pay to the Defeaser the relevant Defeasance Assumption Amount and (2) the Defeaser's associated payment obligation to LPNL under the relevant Defeasance Advance; and
- (iv) during the Revolving Period only, to the extent (a) funded from the Vehicle Acquisition Ledger and (b) the required funds are envisaged to be credited to the Vehicle Acquisition Ledger on the first following Purchaser Payment Date, by way of automatic multi-party set-off, discharging (1) (A) the Servicer's payment obligation to on-pay any Principal Collections or Vehicles Realisation Proceeds to the Purchaser Account for further credit to the Vehicle Acquisitions Ledger and/or (B) LPNL's payment obligations under Clause 8 (*Repurchase Option*) of the Master Hire Purchase Agreement, (2) the Purchaser's payment obligation to pay to the Defeaser the relevant Defeasance Assumption Amount and (3) the Defeaser's associated payment obligation to LPNL under the relevant Defeasance Advance.

### **Interest and scheduled principal on Defeasance Advance; scheduled set-off**

Interest on each outstanding Defeasance Advance will be payable on each Purchaser Payment Date in respect of the Purchaser Calculation Period then ending. The amount of interest will equal the Interest Purchase Component of the associated Regular Purchase Instalment payable on such Purchaser Payment Date.

Each outstanding Defeasance Advance shall be prepaid or repaid, as the case may be, (i) on each Purchaser Payment Date for an amount equal to the Principal Purchase Component of the associated Purchase Instalment then payable on such Purchaser Payment Date and (ii) for the remainder, if any, on the LPNL Facility Final Maturity Date.

The Defeasance Facility Agreement provides that all interest payments and repayments and prepayments of principal in respect of any Defeasance Advance, will be made by way of set-off in accordance with the Defeasance Covenant.

Pursuant to the Defeasance Covenant, the Defeaser shall have exclusive authority to set-off (i) any Purchase Instalment it owes to LPNL against (ii) any receivable it has vis-à-vis LPNL under or in respect of the associated Defeasance Advance. Such set-off shall automatically occur on each Purchaser Payment Date save to the extent such set-off is accelerated by or on behalf of the Defeaser in accordance with the Master Hire Purchase Agreement and the Defeasance Facility Agreement.

### **Increase of Purchase Price; increase of Defeasance Advance**

Pursuant to the Defeasance Covenant, each time a Purchase Price is increased, the Purchaser will pay the Defeaser the associated Defeasance Increase Amount and (ii) the Defeaser assumes, by way of debt take-over, the Purchaser's obligation to pay LPNL the associated increase in the relevant Purchase Instalments. Each such assumption of debt by the Defeaser also includes the Purchaser's associated payment obligations to the Purchaser Trustee under the Purchaser Parallel Debt.

Pursuant to the Defeasance Facility Agreement, in case of an increase of a Purchase Price as mentioned above, the Defeasance Advance previously made in respect of the associated Defeasance Assumption Amount, will be increased with an amount equal to the associated Defeasance Increase Amount.

Any obligation of the Purchaser to pay a Defeasance Increase Amount to the Defeaser shall on the applicable Purchaser Payment Date be discharged by way of automatic multi-party set-off, discharging (i) LPNL's associated payment obligation to the Purchaser under the relevant LPNL Advance, (ii) the Purchaser's payment obligation to pay to the Defeaser the relevant Defeasance Increase Amount and (iii) the Defeaser's associated payment obligation to LPNL under the relevant Defeasance Advance.

### **Decrease of Purchase Price; decrease of Defeasance Advance**

Pursuant to the Defeasance Covenant, each time a Purchase Price is decreased in accordance with the relevant Hire Purchase Agreement, the Defeaser will repay to the Purchaser an amount equal to the associated Defeasance Decrease Amount

Pursuant to the Defeasance Facility Agreement, if a Defeasance Decrease Amount is payable by the Defeaser to the Purchaser under the Defeasance Covenant in relation to a Defeasance Advance on any Purchaser Payment Date, LPNL is obliged in respect of such Defeasance Advance to prepay an amount equal to such Defeasance Decrease Amount on such Purchaser Payment Date.

Any obligation of the Defeaser to pay a Defeasance Decrease Amount to the Purchaser will be discharged by way of automatic multi-party set-off, discharging (i) LPNL's associated repayment obligation to the Defeaser under the relevant Defeasance Advance, (ii) the Defeaser's obligation to repay to the Purchaser the relevant Defeasance Decrease Amount and (iii) the Purchaser's associated repayment obligation to LPNL under the relevant LPNL Advance.

#### **Termination of Hire Purchase Agreement; repayment of Defeasance Advance**

Pursuant to the Defeasance Covenant, each time a Hire Purchase Agreement is terminated, the Defeaser will repay to the Purchaser an amount equal to the associated Defeasance Termination Amount.

Pursuant to the Defeasance Facility Agreement, if a Defeasance Termination Amount is payable by the Defeaser to the Purchaser under the Defeasance Covenant in relation to a Defeasance Advance on any Purchaser Payment Date, LPNL is obliged to prepay the associated Defeasance Advance in full on such Purchaser Payment Date.

Any obligation of the Defeaser to pay a Defeasance Termination Amount to the Purchaser will be discharged as follows:

- (i) to the extent resulting from exercise by LPNL of its option to terminate Hire Purchase Agreements pursuant to the Master Hire Purchase Agreement, by way of automatic multi-party set-off, discharging (a) LPNL's associated repayment obligation to the Defeaser under the relevant Defeasance Advance, (b) the Defeaser's obligation to repay to the Purchaser the relevant Defeasance Termination Amount and (c) the Purchaser's associated repayment obligation to LPNL under the relevant LPNL Advance; and
- (ii) to the extent resulting from the termination of a Hire Purchase Agreement pursuant to the Master Hire Purchase Agreement pursuant to an unremedied breach of a Vehicle Warranty or for any other reason, by way of a direct payment by or on behalf of LPNL to the Purchaser Account for further credit to the Vehicle Acquisition Ledger or, if after the Revolving Period, for further credit to the Purchase Transaction Ledger and addition to the Purchaser Available Redemption Funds pertaining to the Purchaser Payment Date on which such payment is made, discharging (a) LPNL's associated repayment obligation to the Defeaser under the relevant Defeasance Advance and (b) the Defeaser's obligation to repay to the Purchaser the relevant Defeasance Termination Amount.

#### **LPNL Default, Lease Early Termination Date or prepayment by Defeaser**

The Defeasance Facility Agreement provides that upon the occurrence (and continuation of) an LPNL Default, the Defeaser shall no longer be obliged to make any Defeasance Advance and may (i) subject to any applicable discount as described below, declare any Defeasance Advances immediately due and payable (together with any accrued interest thereon) by LPNL,

(ii) declare any Defeasance Advances due and payable on demand of the Defeaser and/or (iii) waive such LPNL Default under such terms it deems fit.

The Defeasance Facility Agreement furthermore provides that upon (i) the occurrence a Lease Early Termination Date in relation to any Lease associated with a Purchased Vehicle or (ii) the Defeaser expressing a desire to prepay any Purchase Price, the associated Defeasance Advance shall, subject to any applicable discount as described below, be immediately due and payable together with accrued interest thereon.

In the Defeasance Facility Agreement, it is agreed that in case of, among other things, prepayment of any Defeasance Advance as described in the previous two paragraphs, such Defeasance Advance shall be prepaid at its nominal amount, unless a mandatory discount applies by operation of law as referred to in the Master Hire Purchase Agreement. If such a mandatory discount applies, then the relevant Defeasance Advance shall be prepaid at a discount which equals the amount by which the mandatory discount exceeds the contractual discount as set out in the Master Hire Purchase Agreement. As a result, the discounted Purchase Price is envisaged to be equal to, and can thus be set-off against:

- (i) if the contractual discount applies to the Purchase Price pursuant to the Master Hire Purchase Agreement: the associated Defeasance Advance; or
- (ii) if the mandatory and higher discount applies to the Purchase Price: the associated, discounted Defeasance Advance.

(v) **4.6 SERVICING**

**Services**

In the Initial Servicing Agreement, the Initial Servicer has undertaken to provide the Services in relation to the Purchased Vehicles and associated Leases. The Initial Servicer shall act as a prudent assignee (*goed opdrachtnemer*), a Reasonable Prudent lessor and a Reasonable Prudent Owner in connection with the provision of the Services, taking into account the interests of the Purchaser and the Purchaser Trustee.

The Services include to:

- (i) perform all obligations and exercise all rights of the owner of the Purchased Vehicles and the lessor under the associated Leases;
- (ii) administer the Purchased Vehicles and associated Lease Receivables;
- (iii) administer the arrangements for insurance of each Purchased Vehicle as required under each of the associated Leases;
- (iv) if a Lease terminates and LPNL does not exercise its option to repurchase the associated Vehicle pursuant to the Master Hire Purchase Agreement, (a) arrange appropriate insurance for the associated Vehicle in consultation with the Purchaser, and (b) at the direction of the Purchaser or, following service of a Purchaser Default Notice, the Purchaser Trustee find a purchaser, negotiate the sale of such Purchased Vehicle to such purchaser for a price as high as possible and effect the sale and transfer;
- (v) use all reasonable endeavours to collect all associated Lease Receivables and take any and all steps as it deems reasonably necessary or appropriate to preserve and enforce the rights of the lessor under the applicable Lease, which may include, subject to certain limitations, taking steps to initiate the termination of the Lease and repossessing the relevant Purchased Vehicle, in accordance with the Enforcement Procedures or, to the extent that the Enforcement Procedures are not applicable having regard to the nature of the default in question or the requirements of the relevant Lease, take such action as is beneficial to the interests of the Purchaser;
- (vi) collect as agent on behalf of the Purchaser (and following the occurrence of a Purchaser Default, for the Purchaser Trustee) all Lease Receivables and Incidental Receivables in respect of any Lease in accordance with the provisions of any Lease and all Vehicle Realisation Proceeds in respect of any Purchased Vehicle (a) in an efficient and timely fashion and (b) in the Collection Account;
- (vii) keep records and books in relation to the Purchased Vehicles;
- (viii) perform calculations in accordance with its standard guidelines, and provide reports in the form set out in the Servicing Agreement to the Purchaser, the Purchaser Trustee, the Purchaser Administrator and Fitch on each Purchaser Calculation Date; and
- (ix) provide all assistance and information the Purchaser Administrator and the Issuer Administrator may reasonably require for preparing and providing monthly reports in

accordance with the Purchaser Administration Agreement and the Issuer Administration Agreement, respectively.

### **Powers and covenants of Initial Servicer**

Pursuant to the Initial Servicing Agreement, the Initial Servicer, among other things:

- (i) will have the full power, authority and right to do anything it reasonably considers necessary or convenient or incidental to the performance of the Services;
- (ii) may sub-contract the performance of its powers and obligations under the Initial Servicing Agreement, subject to certain limitations set out in the Initial Servicing Agreement;
- (iii) may from time to time agree on any Lease Adjustments that would, if the relevant Vehicle was tested against the relevant Hire Purchase Criteria at that time, not cause a breach of the Hire Purchase Criteria. If any Lease Adjustment results in such a deemed breach of the Hire Purchase Criteria, the Initial Servicer undertakes to use its best efforts to procure that the relevant Purchased Vehicle shall prior to such Lease Adjustment be retransferred to LPNL in accordance with the Master Hire Purchase Agreement; and
- (iv) may terminate any Lease following a failure by a Lessee to comply with its obligations under the relevant Lease or in such other circumstances as the Initial Servicer deems fit. The Initial Service undertakes not to arrange or enter into a new lease of any Purchased Vehicle, whether or not on behalf of the Purchaser, following termination of the Lease.

In the Initial Servicing Agreement, the Initial Servicer undertakes, among other things without the Purchaser's prior written consent, such consent not to be unreasonably withheld, and the Fitch' prior written consent, not to implement any change in its Enforcement Procedures other than a change that would be acceptable to a Reasonable Prudent lessor.

### **Split of Lease Collections**

On each Purchaser Calculation Date the Initial Servicer will calculate, among other things, in respect of the preceding Vehicle Calculation Period, the aggregate Lease Receivables, Principal Receivables, Interest Receivables and Servicing Receivables. In addition, it will calculate the proportions (expressed as a percentage) which the Principal Receivables, Interest Receivables and Servicing Receivables bear to the Lease Receivables. The Initial Servicing Agreement provides that on the basis of the percentages so calculated, each Lease Collection pertaining to a Vehicle Calculation Period shall be split into Principal Collections, Interest Collections and Servicing Collections on the first following Purchaser Calculation Date.

### **Remuneration**

For each Vehicle Calculation Period, the Purchaser will pay to the Initial Servicer a Servicing Fee in arrear on the first following Purchaser Payment Date, equal to the sum of the Servicing Collections collected during such Vehicle Calculation Period. The Initial Servicer will bear its own out-of-pocket costs, expenses and charges incurred by the Initial Servicer in the performance of the Services.

## **Termination**

If an Initial Servicer Default occurs and is continuing, then the Purchaser and/or the Purchaser Trustee may terminate the Initial Servicing Agreement with effect from a date specified in the termination notice. Upon such termination, the Purchaser or, following a Purchaser Default, the Purchaser Trustee shall use its best endeavours to appoint a New Servicer in accordance with the Initial Servicing Agreement.

In the Initial Servicing Agreement, the Initial Servicer undertakes to, upon termination of its appointment:

- (i) use its best endeavours to forthwith deliver (and in the meantime hold for the Purchaser Trustee) to the Purchaser or as the Purchaser shall direct, the Lessee Files relating to the Purchased Vehicles and associated Leases, all books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the affairs of or belonging to the Purchaser and the Purchased Vehicles and the associated Leases;
- (ii) use its best endeavours to forthwith deliver (if practicable, on the date of receipt by the Initial Servicer) any monies then held by the Initial Servicer on behalf of the Purchaser and any other Purchased Vehicles of the Purchaser;
- (iii) take such further action as the Purchaser and the Purchaser Trustee may reasonably direct at the expense of the Initial Servicer (including in relation to the appointment of a substitute servicer);
- (iv) provide all relevant information contained on computer records in a mutually acceptable data format, together with details of such format;
- (v) co-operate and consult with and assist the Purchaser, the Purchaser Trustee and their nominees (which shall, for the avoidance of doubt, include any new servicer appointed by any of them) for the purposes of explaining the file layouts and the format of such computer records on the computer system of the Purchaser or such nominee; and
- (vi) support the New Servicer in setting up its own information technology and to load the data held by the Initial Servicer for a period of three months immediately thereafter.

The Initial Servicer undertakes to within 60 days of LeasePlan being assigned long-term unsecured, unguaranteed and unsubordinated debt obligation ratings by Fitch of less than BBB-, use reasonable endeavours to procure that the parties to the Initial Servicing Agreement agree a form of servicing agreement with a substitute servicer, provided that such servicing agreement will not take effect unless and until an Initial Servicer Default has occurred and is continuing and a notice has been served.

## **Collection Account**

If the account bank with which the Collection Account is maintained ceases to have a credit rating of at least F1 by Fitch in respect of its short-term, unsecured, unsubordinated and unguaranteed debt obligations, or ceases to be guaranteed by an entity with such ratings, the

Initial Servicer is, pursuant to the Initial Servicing Agreement, obliged to replace the Collection Account with a new collection account with an account bank having the required ratings.

### **Downgrade**

The Initial Servicing Agreement provides that in the event that, and for as long as, the long-term, unsecured, unsubordinated and unguaranteed debt obligations of the Initial Servicer are assigned a direct or indirect rating of less than A- by Fitch, the Initial Servicer will deposit collateral to cover any (i) maintenance and related costs measured by or on behalf of the Purchaser and/or (ii) amounts which the Purchaser is entitled to receive, but does not receive, from the Initial Servicer under or pursuant to the Initial Servicing Agreement, in either case as a result of a default (*verzuim*) by the Initial Servicer in the performance of its obligations under or pursuant to the Initial Servicing Agreement. Such collateral will be posted by transferring an amount equal to the Maintenance Ledger Required Amount to the Purchaser Account, for further credit to the Maintenance Ledger.

(vi) **4.7 PURCHASED VEHICLES**

The total portfolio of LPNL has been transferred to the pool, insofar as they meet the Hire Purchaser Criteria, and with the exception of certain specific lessees that do not represent a relative better or worse quality than the total portfolio. All of the Leases were originated by LPNL before 1 September 2008.

LPNL has concluded master agreements (*mantelovereenkomsten*) with its lessees containing the conditions under which LPNL is prepared to lease a Vehicle to the lessee. The master agreements incorporate the applicable general terms & conditions. In respect of each individual Vehicle, a specific lease contract is entered into between LPNL and the respective lessee, to which the terms and conditions agreed upon in the master agreement will apply. Given the concept of fleet leasing it is normal for new leases to be continuously concluded under existing master agreements.

LPNL is the result of a merger of LeasePlan Nederland N.V., Auto Lease Holland B.V. and Leaseconcept B.V. in 2003. Hence there are a number of different standard master agreements and general terms & conditions from the past.

LPNL offers mainly operational leasing to its clients. The Open Calculation concept gives the customer full access to all the information on costs actually incurred. Under this type of agreement, subject to certain netting arrangements and conditions, the lessor bears the risk if the actual costs exceed the budgeted costs but the customer is credited if the actual costs are less than the budgeted costs. With the Closed Calculation concept, the customer leases at a fixed monthly instalment and both positive and negative divergences from the budgeted costs are for the account of the lessor.

Generally, each lease contract has the following common features:

- Legal ownership of a vehicle remains with the lessor and the lessee will not obtain a security interest in the vehicle.
- Lease payments are payable and invoiced monthly.
- The lessee to whom the relevant vehicle is made available is required to ensure regular maintenance and repair of the vehicle and timely replacement of tyres with an official dealer of its choice.
- A termination of the lease by the lessee prior to the agreed lease termination date will oblige the lessee to reimburse the lessor the loss it incurs due to the early termination of the contract. The amount to be reimbursed by the lessee is equal to the negative difference, if any, between the actual value of the relevant vehicle based on quotes obtained by the lessor from various sources and the book value as most recently reported by the lessor to the lessee. In addition, if provided for in the relevant contract, a penalty may be payable by the relevant lessee upon termination of the lease by such lessee prior to the agreed lease termination date.
- The lessee must return the leased vehicle to the lessor at the end of the agreed lease term.

- The lessor may terminate the lease upon default (including non-payment, bankruptcy, etc.) by a lessee in which case the lessor may reclaim the vehicle without having obtained a court injunction.

The leases differ per vehicle with respect to the tenor of the lease, residual value and applicable interest rates.

- The monthly lease instalment includes the following items:
- interest component;
- principal component; and
- servicing component (e.g. administration, insurance, tyres and maintenance).

Furthermore LPNL separately invoices the lessee for any additional servicing components (fuel, recalculations, etc.)

### Portfolio information per 30 June 2008

Amounts in EUR mln

Open calculation			687.7
	Residual value	354.5	
	Receivables	333.2	
Closed calculation			901.5
	Residual value	510.9	
	Receivables	390.6	
<b>Total</b>			<b>1,589.2</b>

<b>Contract terms</b>	
< 36 months	136.8
36 - 45 months	289.6
45 - 50 months	755.1
50 - 60 months	337.5
> 60 months	70.2
<b>Total</b>	<b>1,589.2</b>

<b>Remaining contract terms</b>	
< 0 months	44.1
0 - 6 months	118.5
6 - 12 months	163.2
12 - 24 months	375.0
24 - 36 months	438.2
36 - 48 months	345.7
> 48 months	104.5
<b>Total</b>	<b>1,589.2</b>

<b>Book value on single clients (top 30)</b>	<b>No. of contracts</b>	<b>Book value (mln €)</b>	<b>%</b>
1	4,147	73.9	4.6
2	4,771	73.3	4.6
3	4,100	71.3	4.5
4	3,430	59.3	3.7
5	3,149	47.3	3.0
6	3,257	45.2	2.8
7	1,927	28.3	1.8
8	1,508	26,3	1.7
9	999	25.3	1.6
10	1,262	25.2	1.6
11	1,259	17.2	1.1
12	741	15.1	0.9
13	1,064	14.8	0.9
14	799	14.7	0.9
15	960	14.3	0.9
16	602	13.8	0.9
17	716	13.2	0.8
18	523	11.9	0.8
19	621	10.9	0.7
20	451	10.6	0.7
21	577	10.4	0.7
22	426	10.2	0.6
23	494	9.3	0.6
24	622	9.2	0.6
25	456	8.9	0.6
26	612	8.8	0.6
27	513	8.7	0.5
28	269	8.2	0.5
29	366	8.2	0.5
30	172	8.1	0.5
<b>Total top-30</b>	<b>40,793</b>	<b>701.9</b>	<b>44.2</b>
<b>Total operational contracts</b>	<b>90,621</b>	<b>1,589.2</b>	

<b>Interest rate</b>	<b>No. of contracts</b>	<b>Book value</b>
0 - 3%	2,252	29.1
3 - 3.5%	8,015	103.9
3.5 - 4%	15,402	190.9
4 - 4.5%	14,829	213.4
4.5 - 5%	16,222	300.9
5 - 7%	33,712	746.6
> 7%	189	4.6
<b>Total</b>	<b>90,621</b>	<b>1,5889.2</b>

<b>Average investment value</b>	<b>No. of contracts</b>	<b>Book value</b>
< 15,000	9,258	70.0
15,000 - 25,000	37,046	504.9
25,000 - 35,000	32,318	641.2
35,000 - 50,000	9,323	257.6
> 50,000	2,676	115.6
<b>Total</b>	<b>90,621</b>	<b>1,589.2</b>

<b>Make book value distribution (top-15)</b>	<b>No. of vehicles</b>	<b>Book value</b>
Renault	12,878	221.9
Volkswagen	10,361	164.8
Peugeot	11,609	170.5
Volvo	5,285	123.5
Ford	8,494	114.4
Opel	4,194	110.9
Audi	7,671	110.4
BMW	3,807	109.4
Toyota	3,875	66.3
Mercedes	4,120	63.7
Seat	3,461	56.3
Skoda	2,556	46.9
Citroen	1,566	34.7
Saab	1,141	23.8
Alfa Romeo	823	16.5
<b>Total top-15</b>	<b>81,841</b>	<b>1,434</b>
<b>Total</b>	<b>90,621</b>	<b>1,589.2</b>

#### 4.8 ORIGINATION AND UNDERWRITING

LPNL's client base consists of Dutch legal persons (*rechtspersonen*) located in The Netherlands or private individuals or partnerships (*personenvennootschappen*) conducting a profession or an enterprise located in The Netherlands. The product is sold through a direct sales force with active account management to encourage existing clients to order new cars for their fleet with LPNL.

LPNL's Credit Risk Policy contains the internal guidelines in respect of the acceptance of clients and suppliers. The Credit Risk Policy is set by the Credit Risk Committee, which is headed by the company's Chief Financial Officer. All credit proposals that do not meet the Credit Risk Policy are dealt with by a separate committee, the Investment Committee, which consists of four members who have the authority to make decisions regarding the credit proposals. All finalized credit proposals are summarized in a report.

The credit proposals are either initiated by the Sales Department, the Credit Acceptance Department or Account Management. The latter only initiates proposals regarding renewals, i.e. a new lease of a new vehicle, succeeding a previously terminated lease of a vehicle which has been returned. All other proposals are initiated by the Sales Department or account managers. The credit review of all existing clients leasing more than 10 cars are renewed annually.

When a proposal has been finalized, this will be sent to the Credit Acceptance Department, which will prepare a risk evaluation and subsequently a recommendation. The risk evaluation includes the following:

- the exposure (number of cars, amount);
- the maximum risk involved;
- the key ratio's of the company;
- the payment behaviour (existing clients only);
- D&B credit score, indicating the probability of severe financial stress in the next 12 months. Severe financial stress is defined as going out of business unfavourably. The percentile score ranges from 1 to 100 where 1 represents the highest risk percentile and 100 the lowest;
- D&B Paydex score, being is a weighted indicator of payment performance based on payment experiences as reported to D&B by trade references; and
- LeasePlan score, being an internally developed score model that is used to assess creditworthiness of corporate clients and predict a client's probability of default. It is developed to become the main indicator for deciding on credit quality in all LP entities.

Depending on the exposure, the proposal will be signed by two to four members of the Investment Committee. Should the requested exposure exceed the number of cars of 250 or the book value of EUR 600,000 for trucks, then the proposal also has to be signed by LPCorp. All

limits of the approved proposals are registered in the lease administration system and a copy of the final decision is filed in the archive of the Global Credit System.

In certain cases a guarantee (either bank or parent guarantee or down payment) will be required. When all necessary approvals and requirements are received, a contract will be prepared and/or further new vehicles can be ordered under the existing master agreement.

## **4.9 COLLECTION OF LEASE RECEIVABLES BY LPNL**

### **Credit collections**

The Accounts Receivable Department undertakes collection of debts owed to LPNL. Furthermore, the department is responsible for complaints in relation to invoices. This department is also responsible for the doubtful debtors.

The majority of the clients have provided to LPNL an automatic, irrevocable authorization for collections of amounts due (direct debit, 89.1% of the clients and 49.3% of the monthly proceeds). An E-invoicing procedure has been established with a number of the large accounts. In this procedure the invoices are uploaded in the client's back office, which effects automatic payment from the client's system (13% of the clients and 10% of the monthly proceeds). The third payment possibility is a money transfer initiated by the client.

All lease instalments are payable and invoiced monthly.

Unless there is a dispute with the debtor, whenever a direct debit authorization cannot be processed or there is an overdue balance, the Accounts Receivable Department will take action, in order to collect the outstanding balances. In case such balance cannot be collected within the time of the defined profile, it will be transferred to the Doubtful Debtors Department. This department is supported by a debtor monitoring system On Guard. LPNL has set a number of profiles in this system describing in detail which steps are required to collect the debt. These profiles contain timelines indicating the assigned actions. There are three main profiles: low, medium and high risk.

### **Low risk**

Day 5:	Written payment reminder
Day 20:	Payment reminder by phone
Day 30:	Written demand for payment
Day 40:	Follow up by phone of the demand for payment
Day 50:	Final written notice
Day 55:	Follow up by phone of the final notice
Day 60:	Commercial involvement / Second follow up by phone
Day 65:	Written notice of default ( <i>ingebrekestelling</i> )
Day 70:	Transfer to Doubtful Debtors

Monthly Repeating Controle Action:

Day 21:	Controle action
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### **Medium Risk**

Day 5:	Written payment reminder
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Day 15: Payment reminder by phone  
Day 20: Written demand for payment  
Day 25: Follow up by phone of the demand for payment  
Day 35: Final written notice  
Day 40: Follow up by phone of the final notice  
Day 45: Commercial involvement / Second follow up by phone  
Day 50: Written notice of default (*ingebrekestelling*)  
Day 55: Transfer to Doubtful Debtors

Monthly Repeating Controle Action:

Day 21: Controle action

### **High Risk**

Day 5: Written payment reminder  
Day 10: Payment reminder by phone  
Day 15: Written demand for payment  
Day 20: 1st Follow up by phone of the demand for payment  
Day 25: 2nd Follow up by phone of the demand for payment  
Day 30: Commercial involvement  
Day 35: Written notice of default (*ingebrekestelling*)  
Day 40: Transfer to Doubtful Debtors

Monthly Repeating Controle Action:

Day 21: Controle action

The Doubtful Debtors Department will take direct action to collect the outstanding claim, including interest due and collection costs. Furthermore, all operational processes are put on hold. If the client still fails to settle the outstanding balance, LPNL may decide to repossess the leased vehicle, as applicable. The costs related to the early termination of the contracts will be invoiced to the lessee. All costs in connection with the recovery of the vehicle will also be charged to the lessee. Provisions related to doubtful debtors are reported on a monthly basis.

#### 4.10 OVERVIEW OF THE DUTCH VEHICLE LEASE MARKET

*The information provided in this Section has been derived from publicly available information on the Dutch vehicle lease market as published by the Association of Dutch Car Lease Companies ("Vereniging van Nederlandse Autoleasemaatschappijen", the "VNA") in its 2007 and most recent annual report.*

##### **Introduction**

The vehicle leasing market continued to grow in 2007. The total number of leased vehicles increased by 5.2% last year to 743,000 cars and delivery vans. The increase of the lease contracts was even higher in 2007 compared to 2006.

##### **Top 10 Lease Companies in the Netherlands**

(31 December 2007)

Company	
1.	LeasePlan Nederland N.V.
2.	Athlon Car Lease Nederland B.V.
3.	ING Car Lease Nederland
4.	Arval B.V.
5.	DaimlerChrysler Services
6.	ALD Automotive
7.	Terberg Leasing B.V.
8.	Kroymans Financial Services B.V.
9.	PSA Financiering Nederland B.V.
10.	Business Lease B.V.

Due to the merger of De Lage Landen Translease B.V. and Athlon Car Lease Nederland B.V. in 2007, the numbers 5 – 10 leasing companies on the top 10-list of leasing companies are one spot higher than they were in the previous year and Business Lease B.V. entered the top-10 list in 2007.

##### **Market Size**

Number of lease contracts by vehicles type

(31 December 2007)

Type of vehicle	<u>Vehicles</u>
-----------------	-----------------

Car	558,000
Delivery van	185,000
Total	743,000

A large part of the Dutch lease market for cars is dominated by members of the VNA. VNA members have a market share of about 86% for all type of vehicles and a market share of about 92% for cars.

Number of VNA lease contracts by vehicle type

(31 December 2007)

<b>Type of vehicle</b>	<u>Vehicles</u>
Car	514,000
Delivery van	127,600
Total	641,600

## Cars

For cars the division over various forms of contract is as follows:

Number of VNA-lease contracts by type of contract

(31 December 2007)

<b>Type of contract</b>	<u>Contracts</u>
Operational	457,600
Financial	32,700
Management of car pool	23,700
Total	514,000

Division of lease contracts VNA-members by type of contract

(31 December 2007)

<b>Type of contract</b>	<u>Division</u>
Operating – close-ended	72.8%

Operating – open-ended	14.1%
Net operating	2.2%
Financial	6.4%
Management of car pool	4.6%
Total	100%

In 2007 the average car theoretical lease contract tenor with VNA-members showed a light increase from 44.4 to 44.6 months. This increase is caused by extensions of existing contracts and longer contractual terms of new contracts. Due to premature contract terminations, the average actual term is lower than the theoretical term. As a result the actual term of the terminated contracts was 37.5 months in 2007.

Average theoretical lease term for all leased cars

(2001 — 2007)

<b>Year</b>	<u>Months</u>
2001	42.5
2002	43.3
2003	43.7
2004	43.8
2005	44.0
2006	44.4
2007	44.6

In 2007 the average age of the lease fleet of cars with VNA-members increased slightly from 22.2 to 22.3 months.

Average age of total pool of leased cars

(2001- 2007)

<b>Year</b>	<u>Months</u>
2001	21.0
2002	23.4

2003	23.4
2004	23.7
2005	21.5
2006	22.2
2007	22.3

Average consumer price (ex VAT) of all leased cars

(2000- 2007)

<b>Year</b>	<u>Euros x 1,000</u>
2000	19.8
2002	21.9
2003	22.9
2004	24.1
2005	23.7
2006	26.1
2007	27.9

Top 10 makes of registered leased cars

(2007)

<b>Brand</b>	<u>Vehicles</u>
Volkswagen	21,414
Opel	18,315
Peugeot	12,922
Renault	12,591
Ford	12,552
Toyota	9,497
Audi	9,013

Volvo	8,942
BMW	7,265
Citroën	7,151

Top 10 of newly registered leased cars

(2007)

Type	Vehicles
Opel Astra	6,374
Volkswagen Passat	6,178
Volkswagen Golf (Plus)	5,595
Peugeot 206/207	5,540
Ford Focus	4,826
Peugeot 307/308	4,029
Renault Mégane	3,831
Citroën C4 Picasso	3,777
Opel Zafira	3,764
Toyota Avensis	3,721

### Delivery vans

In 2007 the total size of the delivery vans fleet (i.e. including private use fleet) equals 920,600 vehicles according to RDC data centre (*RDC Datacenterum B.V.*). This implies a growth of 80,600 (+9.6%) compared to 2006. Based on estimations, about 600,000 delivery vans are used for commercial purposes in the Netherlands.

For a realistic estimation of the lease delivery van fleet size, only delivery vans are taken into account which are not older than five years and which are registered in the name of a company. In 2007 the number of delivery vans of less than five years old equals 371,400.

For delivery vans the division of various forms of contract is as follows:

Number of VNA-lease contracts by type of contract

(31 December 2007)

<b>Type of contract</b>	<u>Contracts</u>
Operational	89,100
Financial	97,200
Management of car pool	12,000
<b>Total</b>	<b>127,600</b>

Division of lease contracts VNA-members by type of contract

(31 December 2007)

<b>Type of contract</b>		<u>Division</u>
Operating – close-ended		63.8%
Operating – open-ended		8.9%
Net operating		3.5%
Financial		14.4%
Management of car pool		9.4%
<b>Total</b>		<b>100%</b>

In 2007 the average theoretical contract term for delivery vans with VNA-members remained unchanged at 53.6 months.

Average theoretical lease contract tenor

(2001 — 2007)

<b>Year</b>	<u>Months</u>
2001	49.3
2002	49.8
2003	50,3
2004	51.1
2005	51.7
2006	53.6
2007	53.6

In 2007 the average age of the lease fleet of delivery vans with VNA-members showed an increase from 27.7 to 28.1 months.

Average age of leased delivery vans

(2001 — 2007)

<b>Year</b>	<u>Months</u>
2001	26.1
2002	27.9
2003	27.6
2004	27.8
2005	26.1
2006	27.7
2007	28.1

Average consumer price (ex VAT and BPM) of all leased delivery vans from VNA members

(2000- 2007)

<b>Year</b>	<u>Euro x 1,000</u>
2000	14.6
2002	16.3
2003	16.3
2004	17.2
2005	17.2
2006	19.5
2007	20.6

Based on the RDC data centre (*RDC Datacentrum B.V.*) about 80,800 new delivery vans were sold in 2007. In 2006 about 64,500 new delivery vans were sold. The significant increase (+25.2%) was caused by purchases by private persons and companies (other than leasing companies). The leasing registration of delivery vans showed an increase from 27,100 to 32,300 (+19.0%). An explanation for the significant increase is that prior to the new commercial

registration ("grey license") in 2005, additional sales were realised (86,800 vehicles in 2004). These vehicles were probably replaced in 2007.

Top 10 makes of leased delivery vans

(2007)

<b>Brand</b>	<b>Vehicles</b>
Volkswagen	9,363
Mercedes-Benz	4,295
Opel	4,131
Renault	4,060
Ford	3,211
Peugeot	2,057
Citroën	1,592
Fiat	1,144
Nissan	586
Toyota	398

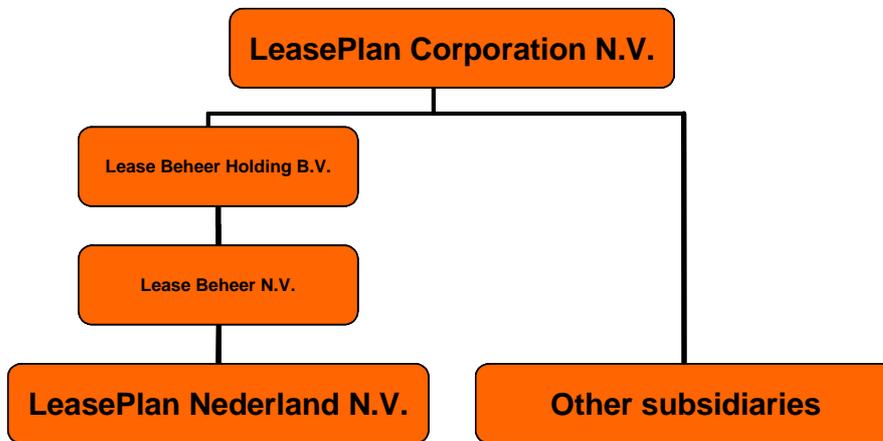
Top 10 models of leased delivery vans

(2007)

<b>Type</b>	<b>Vehicles</b>
VW Caddy	4,117
VW Transporter	3,715
Opel Vivaro	2,450
Mercedes Benz Vito/Viano	2,190
Ford Transit	2,045
Renault Traffic	2,022
Mercedes Benz Sprinter	1,962
Volkswagen Crafter	1,268
Renault Kangoo	1,215

Fort Transit Connect	1,112
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#### 4.11 LPNL



#### Introduction

LeasePlan was founded in 1963 in the Netherlands as an equipment lessor by a number of different shareholders. In the '70's the development of fleet leasing and the internationalisation beyond the Netherlands started. In '99/'00 the remaining equipment leasing activities were largely terminated or sold and LeasePlan focussed on operational vehicle leasing and fleet management.

#### Profile

In the early years LPNL focused on the leasing of plant and equipment, primarily office equipment and furniture. Later, the range of services was considerably expanded. In 1970 the company's subsidiary Auto Lease Plan N.V. was established. This new company grew very quickly, not only in commercial terms but also in terms of the size of the workforce. By 1975 half of LPNL's workforce was employed by Auto Lease Plan N.V. After operating leases proved a success, the group decided to focus on this area in its expansion abroad. In 2003 LeasePlan Nederland N.V., Auto Lease Holland B.V. and Leaseconcept B.V. were merged to form LeasePlan Nederland N.V.

#### Product and services

LeasePlan offers a comprehensive range of products and services, comprising funding, insurance, maintenance, damage handling, fuel management, billing, road assistance and other value-added services all in the perspective of operational leasing and fleet management. In order to reduce the complexity of the product offering, to increase consistent service delivery and to support international agreements, LeasePlan conducted a review of its worldwide product offering in 1999. As a result, all products and services are now integrated into a coherent structure with three main dimensions:

- *Content*: Ten clearly defined modules such as financing, running costs and others;
- *Risk*: Full charge back, fixed price, refund, profit sharing; and
- *Customisation*: Broad range of customised features corresponding to customer preferences.

Drawing on its global expertise, LeasePlan has developed a set of core products to meet the customers' wishes. These products are available in all countries, which is of great importance when making consistent international agreements with multinational customers.

LPNL offers four kinds of solutions:

- Open Calculation;
- Open Calculation through the company's own financing
- Closed Calculation; and
- Management only.

#### *Open calculation*

Focusing on Total Cost of Ownership and aiming to identify all cost saving potential within the client's fleet, this option offers full flexibility and transparency, detailed reporting and cost control methods leading to a partnership that will ensure fleet costs are kept to a minimum. The open calculation principle means that any achieved savings in the areas of residual values, car-remarketing and maintenance will be fully refunded and LeasePlan will absorb any losses.

The success of open calculation has been enormous and it has laid the foundation for LeasePlan's market leadership. Large companies especially regarded, and still regard, open calculation as a transparent method to enter into a balanced partnership in which both parties strive for the lowest operating costs.

Open calculation focuses on the realised operating costs (post calculation) and not on the offered operating costs (upfront calculation) as is the case with closed calculation. This unique feature makes it unnecessary to 'keep the suppliers sharp' by comparing offers upfront. After all, LeasePlan will pay out any positive net operating result, if certain requirements are met, while the negative operating result is borne by LeasePlan. As a result, there is no need to have more than one lessor. This aspect simplifies the process and reduces the overhead costs related to fleet management.

#### *Open calculation through the company's own financing*

LeasePlan has been successfully offering this solution for several years to companies and government bodies that have sufficient internal funds. The most important feature of 'own financing' is that LeasePlan borrows the money, that is needed for investment of the fleet of a certain lessee, from that lessee instead of from the bank. The funding provided from the lessee equals the total book value of the fleet of the lessee on the balance sheet of the lessor. Most of the time a current account will be opened for this purpose.

### *Closed calculation*

LeasePlan has had positive experience for years with closed calculation. Customers choose this type of leasing because of the simplicity. The contract mainly consists of fixed components, thus the offer that has been accepted determines to a great extent the final amount that will be invoiced. An advantage of closed calculation is that the monthly lease term is often lower compared to open calculation or profit-sharing. A disadvantage is that the lessee will not benefit from positive operating results.

### *Management only*

An alternative for own financing is external management. In case of external management, the cars are bought by the customers and remain on their balance sheet. The leasing company only carries out the management for the customer. Strictly speaking, external management is not a form of leasing but a management agreement for the customer's own fleet.

This management type is attractive for companies and institutions who do not have to pay VAT. Leasing is often less interesting for them because VAT is paid via a lease invoice on interest, depreciation and also the insurance against theft and damage, among other things. By external management the complex administration can be outsourced. Another advantage compared to own management is that the leasing company is able to provide an insight into the integral cost prices of all makes, models and designs.

### **Asset quality**

LPNL's client portfolio consists of high quality companies. As per 30 June 2008, D&B has scored 96% of the total portfolio (i.e. €1.98bn of lease assets) with a weighted average result of 89 on a scale ranging from 0-100 (100 being the lowest risk).

## LPNL Key figures

<b>LPNL Key figures</b>						
amounts in EUR mn						
	31-Dec-07	*	31-Dec-06	*	31-Dec-05	31-Dec-04
<b>Profit and loss</b>						
Total operating income	134.0		118.4		124.8	130.3
Profit for the period	33.1		30.1		29.0	33.7
Lease contracts	2,010.6		1,944.7		1,866.4	1,801.3
Shareholders' equity	11.7		17.0		19.6	8.2
Total assets	2,166.5		2,065.2		1,977.3	1,901.3
<b>Indicators</b>						
Number of staff (nominal)	702		697		758	777
Number of vehicles	126,563		125,410		129,198	138,927
<b>Ratios (%)</b>						
Efficiency ratio	57.4		56.8		64.5	58.8

### 403-statement

For accounting purposes LPNL is included in the consolidated financial statements of LPCorp and it does not publish its own financial statements. In this context, LPCorp has filed with the Commercial Register a declaration to the effect that it assumes joint and several liability for the debts and obligations arising from legal acts entered into by LPNL pursuant to section 2:403 of the Dutch Civil Code. A similar statement has been issued by LPCorp in respect of the Purchaser. It should be noted however, that in the Relevant Transaction Documents the Purchaser, the Purchaser Trustee and the Defeaser waive any rights they might have against LPCorp under the 403 Statement issued in respect of LPNL.

## 5. GENERAL INFORMATION

### Authorisation

The issue of the Further Notes has been duly authorised by resolutions of the Board of Managing Directors of the Issuer dated 5 September 2008. All authorisations, consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of The Netherlands have been given for the issue of the Further Notes and for the Issuer to undertake and perform its obligations under the Relevant Transaction Documents and the Further Notes.

### Listing of the Further Notes

Application has been made to list the Further Notes on the official list of the Stock Exchange by the Issuer through the Listing Agent. The Issuer expects the total expenses relating to the admission to trading on the Stock Exchange to be EUR 5314,80.

### Clearance

The Further Notes have been accepted for clearance through Euroclear Netherlands. The ISINs of the Temporary Global Notes representing each class of Further Notes are as follows:

	<b>ISIN</b>
Class A Further Notes	NL0006407793
Class B Further Notes	NL0006407801
Class C Further Notes	NL0006407819
Class D Further Notes	NL0006407827

The ISIN and the common codes of the Permanent Global Notes representing each class of Notes are as follows:

	<b>Common Code</b>	<b>ISIN</b>
Class A	027983464	NL 0000687952
Class B	027983596	NL 0000687960
Class C	027983758	NL 0000687978
Class D	027983871	NL 0000687986

### No litigation or proceedings

The Issuer and the Purchaser are not and have not been involved in any legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer or the Purchaser (as the case may be) is aware) which may have or have had in the 12 months

preceding the date of this document a significant effect on the financial position or profitability of the Issuer or the Purchaser (as the case may be).

### **No action since incorporation**

Save as disclosed in the Programme Prospectus, the 2006 Dutch Prospectus or this 2008 Dutch Prospectus, since 12 December 2006 (being the date of incorporation of both the Issuer and the Purchaser), neither the Issuer nor the Purchaser has entered into any contracts or arrangements not being in its ordinary course of business.

### **Documents incorporated by reference**

The following documents are incorporated into this Prospectus and shall be made available, free of charge, at the office of the Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted): the financial statements of the Issuer for the year 2007.

### **Documents available**

Hard copies of the following documents will, when published, be available, free of charge, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the registered office of the Issuer and from the specified office of the Listing Agent and the Principal Paying Agent:

- (i) the Programme Prospectus and the documents listed therein under section 4 (*General Information - Documents Available*);
- (ii) the 2006 Dutch Prospectus;
- (iii) this 2008 Dutch Prospectus;
- (iv) an English translation of the most recent articles of association (*statuten*) of the Issuer Trustee, the Purchaser, the Purchaser Trustee and the Defeaser;
- (v) the latest annual financial reports of the Issuer (which will be prepared in accordance with statutory requirements) will be available on or about June in each year in respect of the preceding financial year;
- (vi) any future registration documents, and supplements to this 2008 Dutch Prospectus; and
- (vii) the 2006 Incorporated Terms Memorandum and of each of the following Transaction Documents and any agreements entered into in connection therewith from time to time, namely:
  - (a) the Agency Agreement;
  - (b) each Combined Vehicles Deed;
  - (c) the Defeasance Covenant;
  - (d) the Defeasance Facility Agreement;
  - (e) the Guarantee;

- (f) the Interest Rate Swap Agreement;
- (g) the Issuer Account Agreement;
- (h) the Issuer Administration Agreement;
- (i) the Issuer Loan Agreement;
- (j) the Issuer Trust Deed;
- (k) the Liquidity Facility Agreement;
- (l) the LPNL Facility Agreement
- (m) the Management Agreements;
- (n) the Master Hire Purchase Agreement;
- (o) the 2006 Note Purchase Agreement;
- (p) the 2008 Note Purchase Agreement;
- (q) the Purchaser Account Agreement;
- (r) the Purchaser Administration Agreement;
- (s) the Purchaser Trust Deed;
- (t) the Security Documents;
- (u) the Master Amendment Agreement
- (v) the Amendment and Restatement Agreement in relation to the Interest Rate Swap Agreement; and
- (w) the Servicing Agreement.

### **Post-issuance information**

The Issuer does not intend to provide any post-issuance information in relation to the Further Notes. Post-issuance information in relation to the Purchased Vehicles and the Leases will be included in the relevant reports of the Issuer. The information provided on a quarterly basis in the relevant reports will include, amongst other things, information on the characteristics of the portfolio, calculation of the Net Vehicle Balance, various concentration limits, information on delinquency and arrears and a confirmation on whether an Early Amortization Event has occurred in the relevant period.

### **Reports**

For so long as the Further Notes are admitted to listing on the Official List of the Stock Exchange, the most recently published relevant reports of the Issuer will be available at the Specified Offices of the Paying Agents and at the Issuer's registered office free of charge.

### **U.S. Taxes**

The Further Notes will bear a legend to the following effect: 'any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Section 165(j) and 1287(a) of the Internal Revenue Code.'

The sections referred to in such legend provide that a United States person who holds a Further Note will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Further Note and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

### **Non-petition**

Each Transaction Party has agreed with the Issuer and the Purchaser that, until the date falling two years and a day after the Final Discharge Date only the relevant Trustee is entitled to enforce its Security or to take proceedings against the Issuer or the Purchaser, respectively, to enforce its Security or any of the provisions of the relevant Trust Deed and the relevant Security Documents.

No Transaction Party (other than the relevant Trustee) nor any person acting on behalf of such Transaction Party shall have any right to (i) take any proceedings against the Issuer or the Purchaser, respectively, to enforce the relevant Security or (ii) take or join any person in taking steps against the Issuer or the Purchaser, respectively, for the purpose of obtaining payment of any amount due from the Issuer or the Purchaser, respectively or (iii) initiate or join any person in initiating any Insolvency Proceedings in relation to the Issuer or the Purchaser, save in accordance with the terms of the Relevant Transaction Documents, to direct the relevant Trustee to do so and it shall not be entitled to take or to participate in taking of any steps or proceedings which would result in the relevant Priority of Payments not being observed.

### **Limited Recourse**

Each Transaction Party has agreed with the Issuer and the Purchaser that notwithstanding any other provision of any Transaction Document, all obligations of the Issuer and the Purchaser, respectively, to such Transaction Party are limited in recourse as set out in the limited recourse provisions of the Common Terms.

### **Governing Law**

All Transaction Documents other than the Interest Rate Swap Agreement will be governed by Dutch law. The Interest Rate Swap Agreement will be governed by English law.

## SCHEDULE 1: MASTER DEFINITIONS SCHEDULE

### 1. DEFINITIONS

Except where the context otherwise requires, the following defined terms used in the Transaction Documents have the meanings set out below (as the same may be amended and supplemented from time to time):

"**24 hours**" has the meaning given in the Schedule 5 (*Provisions for Meetings of Noteholders*) to the Issuer Trust Deed;

"**403 Statement**" means a statement issued by a company pursuant to article 2:403 of the Dutch Civil Code whereby such company accepts joint and several liability for its group companies for consolidation purposes;

"**2006 Dutch Prospectus**" means the 2006 Dutch Prospectus dated on the Initial Closing Date pertaining to the Initial Notes and to be read in conjunction with the programme prospectus dated 14 December 2006;

"**2006 Dutch Series Agreement**" means the 2006 Dutch series agreement dated on the Initial Closing Date, as amended on the Closing Date, between LPCorp and the Issuer;

"**2006 Incorporated Terms Memorandum**" means the 2006 Incorporated Terms Memorandum, as most recently amended on or around the Closing Date;

"**2006 Note Purchase Agreement**" means the note purchase agreement dated on the Initial Signing Date between the Issuer and LPCorp;

"**2008 Dutch Prospectus**" means the 2008 Dutch Prospectus dated on or around the Closing Date pertaining to the Further Notes and constituting the securities note in connection with the Programme Prospectus pursuant to the Prospectus Directive and to be read in conjunction with the Programme Prospectus;

"**2008 Note Purchase Agreement**" means the note purchase agreement dated on or around the Closing Date between the Issuer and LPCorp;

"**Account Statement**" means an up-to-date account statement (*rekeningafschrift*) relating to the movement in and the balance of the Issuer Account or the Purchaser Account, as the case may be;

"**Accounting Reference Date**" means, in each year:

- (a) in respect of the Issuer 31 December;
- (b) in respect of LPNL 31 December; and
- (c) in respect of the Purchaser 31 December;

"**Adjusted Principal Balance**" means, in respect of a Note, the face amount of such Note or all the Notes of a Class, as the case may be, on the Relevant Closing Date; less the sum of the aggregate amount of all Notes Principal Payments in respect of such Note or class of Notes that have been paid since the Relevant Closing Date;

**"Adjusted RV Percentage"** means at any time a percentage equal to:

$$100 * (A/B)/C$$

Where:

"A" is the Maturity Book Value of all Vehicles that will be Purchased Vehicles as at the first following Purchaser Payment Date;

"B" is the Gross Vehicles Balance at that time; and

"C" is the Norm RV Percentage;

**"Adverse Claims"** means any encumbrance, attachment, right or other claim in, over or on any person's assets or properties in favour of any other parties;

**"Administrator"** means the Issuer Administrator or the Purchaser Administrator;

**"Agency Agreement"** means an agency agreement dated on or around the Initial Closing Date between the Issuer, the Principal Paying Agent, the Irish Paying Agent and the Issuer Trustee;

**"Amended Permanent Global Notes"** means the Permanent Global Notes representing each class of Notes, as amended on the Closing Date;

**"Amendment and Restatement Agreement in relation to the Interest Rate Swap Agreement"** means the amendment and restatement agreement in relation to the Interest Rate Swap Agreement dated on or around the Closing Date, between the Issuer, the Interest Rate Swap Counterparty and the Issuer Trustee date.

**"Appointee"** means any delegate, agent, attorney or manager appointed by a Trustee under the relevant Trust Deed;

**"Arranger"** means LPCorp;

**"Arrears Balance"** means in respect of any Lessee, the aggregate amount of Lease Receivables which are between 30 and 59 days overdue by such Lessee, provided that (i) such Lessee is not Insolvent and (ii) no specific provision or write-off has been made by the Purchaser (or the Servicer on its behalf) in respect of such Lease Receivables in accordance with applicable accounting principles;

**"Arrears Percentage"** means 100% or such lower percentage as (i) the Arrears Balance of a Lessee bears to (ii) the aggregate Lease Receivables due by such Lessee for the immediately preceding Vehicle Calculation Period;

**"Assignment Deed"** means an assignment deed pertaining to Lease Receivables and Incidental Receivables and forming part of a Combined Vehicles Deed;

**"Auditors"** means PricewaterhouseCoopers Accountants N.V., having its seat in Amsterdam and its registered address at Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands and is a member of the Royal Dutch Institute for Registered Accountants (*Koninklijk Nederlands Instituut voor Register Accountants*);

"**Authorised Signatory**" means in relation to the Transaction Documents, the required number of managing directors (*bestuurders*) of a Transaction Party or such other person or persons appointed by such Transaction Party to act as an authorised signatory on behalf of such Transaction Party;

"**Available Liquidity Facility**" means, at any time, the Liquidity Facility Amount minus the amount of each then outstanding LF Revolving Drawing and plus the amount of each outstanding LF Revolving Drawing due to be repaid or prepaid on or before the proposed date for the making of any relevant LF Revolving Drawing or, if a Liquidity Standby Loan is outstanding, zero;

"**Basic Terms Modification**" has the meaning attributed thereto in the Schedule 5 (*Provisions for Meetings of Noteholders*) to the Issuer Trust Deed;

"**Block Voting Instruction**" has the meaning given thereto in Schedule 5 (*Provisions for Meetings of Noteholders*) to the Issuer Trust Deed;

"**Book Value**" means the book value of a Vehicle, calculated using the following formula:

$$A - B$$

whereby:

A = the original investment value (as determined at inception of the associated Lease) on the basis of which the Lease Receivables are calculated, as amended from time to time; and

B = the aggregate of all Principal Receivables that have become due and payable under the associated Lease;

"**BOVAG**" means the Dutch association of car dealers and garage owners (*Bond van Autohandelaren en Garagehouders*);

"**BOVAG General Conditions**" means the BOVAG general terms and conditions of the ABA Commercial Market Department (*Afdeling ABA Zakelijke Markt*) as published by BOVAG from time to time;

"**Breach of Duty**" means in relation to any person, a wilful default, fraud, illegal dealing, negligence or material breach of any agreement or breach of trust by such person;

"**Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are generally open for business in Amsterdam and TARGET2 is open for settlement of payments in euro;

"**Class A Notes**" means the Class A Initial Notes and the Class A Further Notes;

"**Class A Further Notes**" means the €176,000,000 2008 Class A Asset Backed Floating Rate AAA rated Further Notes due 2018 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class A Initial Notes"** means the €44,500,000 Class A Asset Backed Floating Rate AAA rated Notes due 2018 issued by the Issuer on the Initial Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class A Redemption Addition"** means the lesser of (i) the Issuer Available Income minus payments made in respect of items (a) through (f) in the Issuer Income Priority of Payments and (ii) the Principal Deficiency Amount pertaining to the Class A Notes;

**"Class B Notes"** means the Class B Initial Notes and the Class B Further Notes;

**"Class B Further Notes"** means the €29,625,000 2008 Class B Asset Backed Floating Rate AA rated Further Notes due 2018 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class B Initial Notes"** means the €27,000,000 Class B Asset Backed Floating Rate AA rated Notes due 2018 issued by the Issuer on the Initial Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class B Redemption Addition"** means the lesser of (i) the Issuer Available Income minus payments made in respect of items (a) through (h) in the Issuer Income Priority of Payments and (ii) the Principal Deficiency Amount pertaining to the Class B Notes;

**"Class C Notes"** means the Class C Initial Notes and the Class C Further Notes;

**"Class C Further Notes"** means the €4,375,000 2008 Class C Asset Backed Floating Rate unrated Further Notes due 2018 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class C Initial Notes"** means the €28,500,000 Class C Asset Backed Floating Rate unrated Notes due 2018 issued by the Issuer on the Initial Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class C Redemption Addition"** means the lesser of (i) the Issuer Available Income minus payments made in respect of items (a) through (j) in the Issuer Income Priority of Payments and (ii) the Principal Deficiency Amount pertaining to the Class C Notes;

**"Class D Notes"** means the Class D Initial Notes and the Class D Further Notes;

**"Class D Further Notes"** means the €4,875,000 2008 Class D Asset Backed Floating Rate unrated Further Notes due 2018 issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

**"Class D Initial Notes"** means the €19,500,000 Class D Asset Backed Floating Rate unrated Notes due 2018 issued by the Issuer on the Initial Closing Date or, as the case may be, a specific number thereof, whether represented by Definitive Notes or Global Notes;

"**Class D Redemption Addition**" means the lesser of (i) the Issuer Available Income minus payments made in respect of items (a) through (n) in the Issuer Income Priority of Payments and (ii) the Principal Deficiency Amount pertaining to the Class D Notes;

"**Clean-up Call**" means the option of the Issuer to redeem the Notes pursuant to Condition 9.6.1 (*Optional Redemption - Clean-up & Prepayment Call*);

"**Closing Date**" means 26 September 2008 (or such other date as the Issuer and the Note Purchaser agree), provided that in respect of the Transaction Documents which are not amended in relation to the Further Notes, references to the Closing Date are construed to be references to the Initial Closing Date.

"**Collection Account**" means the Servicer's bank account on which, among other things, all Lease Collections in respect of any Lease and all Vehicle Realisation Proceeds in respect of any Purchased Vehicle shall be collected;

"**Combined Vehicles Deed**" means a deed substantially in the form of Schedule 4 (*Combined Vehicles Deed*) to the Master Hire Purchase Agreement including, among other things, the relevant (i) Hire Purchase Agreements, (ii) Assignment Deed, (iii) Vehicles Pledge and (iv) Leases Pledge;

"**Commencement Date**" means (i) in respect of any Initial Vehicle, the Portfolio Cut-Off Date and (ii) in respect of any Further Vehicle, the associated Lease of which commenced (a) in the Vehicle Calculation Period immediately preceding its Purchase Date, such Lease commencement date or (b) prior to the Vehicle Calculation Period immediately preceding its Purchase Date, the first day of the Vehicle Calculation Period in which its Purchase Date falls;

"**Common Terms**" means the terms and conditions set out in Schedule 2 (*Common Terms*) to the 2006 Incorporated Terms Memorandum;

"**Concentration Limit (Lessee)**" for a Lessee means an amount equal to the following percentage of the aggregate Book Value of all Purchased Vehicles:

- (a) for a Lessee ranking in the top 5 of Lessees leasing Purchased Vehicles with the largest aggregate Book Value and having the Required Lessee Rating: 2.5%;
- (b) for (i) a Lessee ranking in the top 5 Lessees leasing Purchased Vehicles with the largest aggregate Book Value and not having the Required Lessee Rating and (ii) a Lessee ranking in the top 30 but not in the top 5: 1.25%; and
- (c) for each other Lessee: 0.75%;

"**Concentration Limit (Maturity)**" means, if the weighted average original life of the Leases associated to all Purchased Vehicles does not exceed:

- (a) 36 months: 50%;
- (b) 39 months: 45%;
- (c) 42 months: 41%;

- (d) 45 months: 38%;
- (e) 48 months: 36%; or
- (f) 51 months: 33%,

in each case as calculated by taking the percentage amount of the Maturity Book Value divided by item A of the Book Value;

**"Concentration Limit (Vehicle)"** for a type of Purchased Vehicle means an amount equal to the following percentage of the aggregate Book Value of all Purchased Vehicles:

- (a) for Purchased Vehicles being trucks: 5%;
- (b) for Purchased Vehicles being forklift trucks: 5%; and
- (c) for each other type of Purchased Vehicle: 100%;

**"Concentration Test"**: a Purchased Vehicle passes the Concentration Test if as at the Cut-Off Date:

- (a) its Book Value does not exceed the applicable Concentration Limit (Lessee) when aggregated with the Book Value of all other Purchased Vehicles that are leased by the same Lessee and that are not disqualified as a result of this paragraph;
- (b) its Book Value does not exceed the applicable Concentration Limit (Vehicle), when aggregated with the Book Value of all other Purchased Vehicles that are subject to such Concentration Limit (Vehicle) and that are not disqualified as a result of this paragraph or the preceding paragraph;
- (c) if it is an Expensive Vehicle, its Book Value does not exceed 5% of the aggregate Book Value of all Purchased Vehicles, when aggregated with the Book Value of all other Expensive Vehicles that are not disqualified as a result of this paragraph or the preceding paragraphs;
- (d) if it is a Used Vehicle, its Book Value does not exceed 10% of the aggregate Book Value of all Purchased Vehicles, when aggregated with the Book Value of all other Used Vehicles that are not disqualified as a result of this paragraph or the preceding paragraphs;
- (e) if its associated Lease is an open-end Lease, its Book Value does not exceed 50% of the aggregate Book Value of all Purchased Vehicles, when aggregated with the Book Value of all other Purchased Vehicles that have an open-end Lease associated to it and that are not disqualified as a result of this paragraph or the preceding paragraphs;
- (f) the weighted average remaining maturity in months of its associated Lease and all other Leases associated to Purchased Vehicles that are not disqualified as a

result of this paragraph or the preceding paragraphs, falls between 15 and 40 months;

- (g) the weighted average Maturity Book Value of such Purchased Vehicle and all other Purchased Vehicles, expressed as a percentage of the aggregate of item A of the Book Value of such Purchased Vehicles, does not exceed the relevant Concentration Limit (Maturity), with reference to the weighed average original life; and
- (h) the sum of all cash deposits held by LPNL from Lessees of Purchased Vehicles that are not disqualified as a result of this paragraph or the preceding paragraphs, does not exceed 1% of the aggregate Book Value of such Purchased Vehicles;

**"Conditions"** means in relation to any Notes, the terms and conditions to be endorsed on, or incorporated by reference in, the Notes, in the form set out in Schedule 4 (*Terms and Conditions*) to the Issuer Trust Deed;

**"Coupon Sheet"** means a coupon sheet relating to the Notes in each class;

**"Couponholders"** means the persons who for the time being are holders of the Coupons;

**"Coupons"** means the interest coupons related to the relevant class of Notes in, or substantially in, the form set out in Part B of Schedule 3 to the Issuer Trust Deed and for the time being outstanding or, as the context may require, a specific number of such coupons;

**"Cut-Off Date"** means the final day of the immediately preceding Vehicle Calculation Period (or, if there is no preceding Vehicle Calculation Period, the Portfolio Cut-Off Date);

**"D&B"** means Dun and Bradstreet;

**"D Rules"** means United States Treasury Regulation Section 1.163-5(c)(2)(i)(D);

**"Data Protection Act"** means the Dutch data protection act (*Wet bescherming persoonsgegevens*);

**"Day Count Fraction"** means in respect of a Notes Calculation Period, the actual number of days in such period divided by 360;

**"Default & Delinquency Factor"** means:  $1 - (A \times B)$ , whereby, all as of the Cut-Off Date:

A means the Non-Eligible Vehicles Balance divided by the Gross Vehicles Balance; and

B means 1 or, if lower, the Eligible Vehicles Balance divided by the Issuer Loan;

**"Default Balance"** means in respect of a Lessee:

- (a) if such Lessee is Insolvent, the aggregate amount of all Lease Receivables overdue by such Lessee; or
- (b) if such Lessee is not Insolvent, those Lease Receivables which are overdue by such Lessee for 60 days or more and/or in respect of which a specific provision or write-off has been made by the Purchaser (or the Servicer on its behalf) in accordance with applicable accounting principles;

**"Default Cumulative Ratio"** means the result of (i) the aggregate amount of all Lease Receivables included in the Default Balance other than for the sole reason of being overdue by 60 to 90 days on such Purchaser Calculation Date or any preceding Purchaser Calculation Date divided by (ii) the Gross Vehicles Balance as of the Cut-Off Date falling in August 2008;

**"Default Percentage"** means 100% or such lower percentage as (i) the Default Balance of a Lessee bears to (ii) the aggregate Lease Receivables due by such Lessee for the immediately preceding Vehicle Calculation Period;

**"Default Ratio"** is calculated on each Purchaser Calculation Date and means the product of (i) the Issuer Percentage of the Default Cumulative Ratio times (ii) the Default & Delinquency Factor;

**"Defeasance Advance"** means any advance made or to be made available under the Defeasance Facility or the principal amount outstanding for the time being of that advance;

**"Defeasance Assumption Amount"** means an amount equal to the Principal Purchase Component of the associated Purchase Price or Purchaser Instalment (as the case may be);

**"Defeasance Covenant"** means the defeasance covenant dated on the Initial Closing Date between the Purchaser, the Purchaser Trustee, the Issuer, the Issuer Trustee, the Initial Servicer, LPNL and the Defeaser;

**"Defeasance Decrease Amount"** means an amount equal to the decrease in the Principal Purchase Component of the associated Purchase Price or Purchaser Instalment (as the case may be);

**"Defeasance Facility"** means the loan facility made available under the Defeasance Facility Agreement;

**"Defeasance Facility Agreement"** means a defeasance facility agreement dated on the Initial Closing Date between LPNL, the Purchaser Trustee and the Defeaser;

**"Defeasance Increase Amount"** means an amount equal to the increase in the Principal Purchase Component of the associated Purchase Price or Purchaser Instalment (as the case may be);

**"Defeasance Termination Amount"** means an amount equal to the outstanding Principal Purchase Component of the associated Purchase Price or Purchaser Instalment (as the case may be) on the associated Purchaser Payment Date;

**"Defeaser"** means Stichting Defeasance LeasePlan Securitatie a foundation (*stichting*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 34261643;

**"Defeaser Managing Director"** means Trust International Management (T.I.M.) B.V., a private company with limited liability (*een besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 33160097;

**"Deferred Interest Amount Arrears"** means the aggregate Interest Amount Arrears of all classes of Notes;

**"Definitive Notes"** means Notes issued in definitive bearer form in respect of any class of Notes;

**"Delinquency Average Ratio"** on a Purchaser Calculation Date means one-third of the sum of (i) the Delinquency Ratio calculated on such Purchaser Calculation Date and (ii) the Delinquency Ratio's calculated on the preceding two Purchaser Calculation Dates;

**"Delinquency Outcome"** means in respect of a Lessee: I x II, whereby:

- I means 1 or, if lower, the result of (i) the aggregate amount of all Lease Receivables for such Lessee included in the Default Balance for no other reason than that they are overdue by 60 to 90 days divided by (ii) the Lease Receivables for such Lessee in the immediately preceding Vehicles Calculation Period; and
- II means the result of (i) the aggregate Book Value of all Purchased Vehicles leased by such Lessee divided by (ii) the Gross Vehicles Balance, both as of the Cut-Off Date;

**"Delinquency Ratio"** is calculated on each Purchaser Calculation Date and means the product of (i) the Issuer Percentage of the Delinquency Outcome times (ii) the Default & Delinquency Factor;

**"Deposit Ledger"** means the ledger of the Purchaser Account designated as such;

**"Deposit Required Amount"** means, in the event of a downgrade of LPNL as described in the Master Hire Purchase Agreement, for as long as it is continuing, an amount equal to the sum of (i) all cash deposits held by LPNL from Lessees as of the Cut-Off Date and (ii) any termination settlement amounts at client level in relation to open calculation lease contracts with Lessees, which are calculated but unpaid at that time;

**"DNB"** means the Dutch Central Bank (*De Nederlandsche Bank N.V.*);

**"Dutch Bankruptcy Code"** means the Dutch Bankruptcy Code (*Faillissementswet*);

**"Dutch Civil Code"** means the Dutch Civil Code (*Burgerlijk Wetboek*);

**"Early Amortisation Event"** means any of the following events:

- (a) there is a Net Shortfall Amount or the Tax Call, Prepayment Call or the Clean-Up Call is exercised and LPNL decides not to make a further LPNL Advance to finance such amount;
- (b) the Delinquency Average Ratio exceeds 1%;
- (c) the Default Ratio exceeds 1.5%;
- (d) an LPNL Default or a Purchaser Default occurs;
- (e) the Interest Rate Swap Agreement is terminated without a successive Interest Rate Swap Agreement having been entered into in accordance with the Interest Rate Swap Agreement;
- (f) the Liquidity Facility Agreement is terminated without a successive Liquidity Facility Agreement having been entered into in accordance with the Liquidity Facility Agreement;
- (g) the Initial Servicing Agreement is terminated;
- (h) the Guarantee is terminated without a successive Guarantee having been entered into in accordance with the Guarantee; and
- (i) a change of law that, in the reasonable opinion of the Purchaser, would have a material adverse effect on used vehicle prices in The Netherlands, without the ability on the part of the Purchaser to obtain adequate compensation from the Lessees or the Dutch government;

unless (1) such event (except the event included under (d) above), if capable of being remedied, is remedied within 20 Business Days from the occurrence thereof or (2)(a) the Issuer notifies the Purchaser that such event shall not constitute an Early Amortisation Event and (b) Fitch confirms that the rating of the Class A Notes will not be adversely affected;

**"Eligibility Criteria"**: a Purchased Vehicle meets the Eligibility Criteria if as at the relevant Purchaser Calculation Date, it meets the following criteria, which are all subject to amendment from time to time, provided that Rating Agency Confirmation is obtained in respect of such amendment:

- (a) (i) its purchase price (including VAT) has been paid in full to the relevant Supplier, (ii) the sale and purchase agreements pertaining to it and each prior Vehicle delivered by the same Supplier, do not extend to ongoing maintenance or other services and (iii) there is no default in the performance of any obligation under or pursuant to such sale and purchase agreements;
- (b) the first Lease Receivable under the associated Lease has been invoiced;
- (c) there is no material breach, default or violation of any obligation under the associated Lease;

- (d) the Vehicle qualifies as a passenger vehicle (*personenauto*), a delivery van or truck (*bestelauto*) or a forklift truck (*vorkheftruck*);
- (e) its Lessee does not form part of the LeasePlan group of companies;
- (f) it is well maintained in accordance with standard practice of a prudent lessor of vehicles in The Netherlands;
- (g) LPNL has taken out third-party liability insurance (*wettelijke aansprakelijkheidsverzekering*) and a passenger insurance (*inzittendenverzekering*) in respect of it, in line with standard market practice, if required to do so under the relevant Lease;
- (h) the related Lessee is not subject to bankruptcy or any other insolvency procedure within the meaning of any applicable insolvency law; and
- (i) the related Lease Maturity Date falls after the Cut-Off Date and before 15 December 2017;

**"Eligible Vehicles Balance"** means the Gross Vehicles Balance minus the Non-Eligible Vehicles Balance;

**"Encumbrance"** means any mortgage, charge, pledge, lien or other encumbrance or security interest howsoever created or arising;

**"Enforcement Event"** means an Issuer Enforcement Event or a Purchaser Enforcement Event;

**"Enforcement Notice"** means, an Issuer Enforcement Notice and/or a Purchaser Enforcement Notice, as the case may be;

**"Enforcement Procedures"** means the standard enforcement and collection procedures of the Servicer from time to time;

**"Estimated Residual Value"** means the realistic, estimated residual value of a Purchased Vehicle as of the associated Lease Maturity Date (including any extension to which its associated Lessee is entitled) calculated on the date on which the Lease commenced;

**"EUIR"** means Council Regulation (EC) No. 1346/2000 of 29 May 2000;

**"Euroclear Netherlands"** means Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.;

**"Excess Spread Ledger"** means the ledger of the Issuer Account designated as such;

**"Excess Spread Margin"** means (i) 0.5% per annum for as long as the balance standing to the credit of the Excess Spread Ledger falls short of the Excess Spread Target Level and (ii) in all other cases, 0% per annum;

**"Excess Spread Target Level"** means:

- (i) (i) on the Closing Date: EUR 24,375,000;
- (ii) (ii) on the Notes Calculation Date immediately preceding the Notes Payment Date on which the Notes will be redeemed in full: zero; and
- (iii) (iii) on any other Notes Calculation Date, if the aggregate Principal Amount Outstanding of all rated Notes:
  - (a) is at least EUR 100,000,000: 2% of such aggregate Principal Outstanding Amount of all rated Notes;
  - (b) is less than EUR 100,000,000, but at least EUR 2,000,000: EUR 2,000,000; or
  - (c) less than EUR 2,000,000: an amount equal to such Principal Amount Outstanding of all rated Notes;

**"Excess Vehicles Balance"** means the aggregate Book Value as at the Cut-Off Date of all Vehicles that (i) are Purchased Vehicles as at the Cut-Off Date and (ii) do not pass the Concentration Test;

**"Exchange Act"** means the United States Securities Exchange Act of 1934;

**"Exchange Date"** means the day following the expiry of 40 days after the date of issue of Temporary Global Notes;

**"Exchange Event"** has the meaning ascribed to such term in the Permanent Global Notes;

**"Expensive Vehicle"** means a Purchased Vehicle with an investment value of at least three times the average of item A of the Book Value of all Purchased Vehicles;

**"Extraordinary Resolution"** means a resolution at a meeting duly convened and held in accordance with the Provisions for Meetings of Noteholders, by a majority of not less than three quarters of the votes cast;

**"Final Discharge Date"** means the date on which the Issuer Trustee and each other Series Trustee (as defined in the Programme Agreement) has notified the Issuer and the Issuer Secured Creditors and all other Series Secured Creditors (as defined in the Programme Agreement) that it is satisfied that all Issuer Principal Liabilities, Issuer Secured Obligations and all amounts due by the Issuer to all Noteholders (as defined in the Programme Agreement) and Series Secured Creditors have been paid or discharged in full;

**"Final Purchase Instalment"** means the final Purchase Instalment to be paid by the Purchaser to LPNL pursuant to a Hire Purchase Agreement;

**"Financial Regulator"** means Irish Financial Services Regulatory Authority in its capacity as competent authority under the Prospectus Directive;

**"Fitch"** means Fitch Ratings Ltd. and includes any successor to its rating business;

**"FOCWA General Conditions"** means the general terms and conditions for enterprises enlisted with the Dutch Association of Enterprises in car body work (*Nederlandse Vereniging van Ondernemers in het Carrosseriebedrijf*) as published from time to time;

**"FMSA"** means the Financial Markets Supervision Act (*Wet op het financieel toezicht*) including its subordinate and implementing regulations;

**"FSMA"** means Financial Services and Markets Act 2000 including its subordinate and implementing regulations;

**"Further First Notes Payment Date"** means the Notes Payment Date falling in October 2008;

**"Further Issue Period"** means the period from (and excluding) the Closing Date to (and including) the Note Payment Date falling in April 2014;

**"Further Issuer Loan"** means the loan made or to be made available under the Issuer Loan Agreement on the Closing Date or the principal amount outstanding for the time being of that loan;

**"Further Noteholders"** means the persons who for the time being are holders of the Further Notes;

**"Further Notes"** means the Class A Further Notes, the Class B Further Notes, the Class C Further Notes and the Class D Further Notes;

**"Further Vehicles"** means the Vehicles in respect of which Leases were concluded in previous Vehicle Calculation Periods and the particulars of which are set out in Clause 3.1 (*Hire Purchase*) of the relevant Combined Vehicles Deed;

**"General Banking Terms and Conditions"** means the general banking terms and conditions (*algemene bankvoorwaarden*) of the Issuer Account Bank or the Purchaser Account Bank, as the case may be, a copy of which is attached to the Issuer Account Agreement as Schedule 2 (*General Banking Terms and Conditions*) or to the Purchaser Account Agreement as Schedule 2 (*General Banking Terms and Conditions*), respectively;

**"General Warranties"** means LPNL's representations and warranties set out in Part A (*Corporate*) and B (*Transaction Documents*) of Schedule 1 (*LPNL's Warranties*) to the Master Hire Purchase Agreement;

**"Global Note"** means any Temporary Global Note and/or Permanent Global Note issued or to be issued pursuant to Clause 3 (*Form and Issue of Notes*) of the Issuer Trust Deed;

**"Governmental Authority"** means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

**"Gross Excess Amount"** means the amount by which (i) the aggregate Defeasance Assumption Amounts payable by the Purchaser to the Defeaser in accordance with the Defeasance Covenant on the first following Purchaser Payment Date exceeds (ii) the sum of the amount standing to the credit of the Vehicle Acquisition Ledger and the amount to

be credited to the Vehicle Acquisition Ledger on the first following Purchaser Payment Date plus, in the case of the Purchaser Payment Date coinciding with the Closing Date, the amount of the Further Issuer Loan;

"**Gross Release Amount**" means for any Purchaser Calculation Date immediately preceding a Notes Payment Date: any amount standing to the credit of the Vehicles Acquisition Ledger, or to be credited thereto on the first following Purchaser Payment Date, and not to be applied on the first following Purchaser Payment Date to pay any Defeasance Assumption Amount to the Defeaser in accordance with the Defeasance Covenant;

"**Gross Vehicles Balance**" means the aggregate Book Value as at the Cut-Off Date of all Vehicles that will be Purchased Vehicles as at the first following Purchaser Payment Date;

"**Guarantee**" means the guarantee issued on or around the Initial Closing Date substantially in the form of Schedule 5 (*Guarantee*) to the Master Hire Purchase Agreement, as amended on or around the Closing Date;

"**Guarantee Collateral Amount**" means at any time (i) during the period from (and including) the Initial Closing Date up to (but excluding) the last day of the Revolving Period, an amount equal to 10% of the Issuer Loan at that time, and (ii) during the period from (and including) the last day of the Revolving Period up to the Notes Final Maturity Date, an amount equal to (A) the Adjusted RV Percentage of (B) 10% of the Issuer Loan at that time;

"**Guarantee Ledger**" means the ledger of the Purchaser Account designated as such;

"**Guarantor**" means LPCorp or other such person as maybe appointed from time to time as Guarantor;

"**Hire Purchase Agreement**" means a hire purchase agreement pertaining to a Vehicle and forming part of a Combined Vehicles Deed;

"**Hire Purchase Criteria**" means the criteria set out in Schedule 3 (*Hire Purchase Criteria*) to the Master Hire Purchase Agreement and which are all subject to amendment from time to time, provided that Rating Agency Confirmation is obtained in respect of such amendment;

"**Incidental Collection**" means any amount actually collected (*geïnd*) under or in respect of an Incidental Receivable;

"**Incidental Debt**" means any debt owed to a Lessee pursuant to any settlement (*nacalculatie*) following termination of any Lease;

"**Incidental Receivable**" means any receivable (*vordering op naam*) in respect of the relevant Lessee pursuant to any settlement (*nacalculatie*) following termination of any Lease, but excluding, for the avoidance of doubt, amounts due under the invoice delivered in relation to the final Lease instalment (*inname factuur*);

**"Indemnified Person"** means the Notes Purchaser, each of its affiliates and each person who controls the Notes Purchaser and their respective representatives, directors, officers, employees and agents (including, for the avoidance of doubt any selling agents and their respective representatives, directors, officers, employees and agents);

**"ING"** means, ING Bank N.V., a public company with limited liability (*naamloze vennootschap*) having its corporate seat (*statutaire zetel*) in Amsterdam and its registered offices at Amstelveenseweg 500, 1081 KL Amsterdam, The Netherlands and being registered at the Chamber of Commerce in Amsterdam under number 33031431;

**"Initial Closing Date"** means 15 December 2006;

**"Initial First Notes Payment Date"** means the Notes Payment Date falling in January 2007;

**"Initial Issuer Loan"** means the loan made or to be made available under the Initial Issuer Loan Agreement on the Initial Closing Date or the principal amount outstanding for the time being of that loan;

**"Initial LPNL Advance"** means the advance made available under the LPNL Facility on or around the Initial Closing Date;

**"Initial Noteholders"** means the persons who for the time being are holders of the Initial Notes;

**"Initial Notes"** means the Class A Initial Notes, the Class B Initial Notes, the Class C Initial Notes and the Class D Initial Notes;

**"Initial Servicer"** means LPNL;

**"Initial Servicer Default"** means that one or more of the following events has occurred:

- (a) *Non-payment*: the Initial Servicer fails to pay any amount in respect of any Relevant Transaction Document within 7 Business Days of the due date for such payment;
- (b) *Unlawfulness*: at any time it becomes unlawful for the Initial Servicer to perform all or a material part of its obligations under the Initial Servicing Agreement;
- (c) *Breach of other obligations*: the Initial Servicer defaults in the performance or observance of any of its other obligations under or in respect of the Relevant Transaction Documents and such default (a) is, in the opinion of the Purchaser or the Purchaser Trustee, incapable of remedy or (b) being a default which is, in the opinion of the Purchaser or the Purchaser Trustee, capable of remedy, remains unremedied for 20 Business Days after the Purchaser or Purchaser Trustee has given written notice of such default to the Initial Servicer; or
- (d) *Insolvency Event*: an Insolvency Event occurs in relation to the Initial Servicer;

**"Initial Servicer Termination Date"** has the meaning ascribed thereto in the Initial Servicing Agreement;

**"Initial Servicing Agreement"** means the servicing agreement dated on or around the Initial Closing Date, as amended on or around the Closing Date, between the Initial Servicer, the Purchaser and the Purchaser Trustee;

**"Initial Vehicles"** means the Vehicles particulars of which are set out in Clause 3.1 (*Hire Purchase*) of the Combined Vehicles Deed executed on the Initial Closing Date;

**"Input Supply"** has the meaning ascribed thereto in Clause 19.3 (*Input Supply*) of the Common Terms;

**"Insolvency"** means a (preliminary) suspension of payment, ((*voorlopige*) *surseance van betaling*), bankruptcy (*faillissement*), or emergency measures (*noodregeling*);

**"Insolvency Event"** means in respect of a company:

- (a) a conservatory attachment (*conservatoir beslag*) or an executory attachment (*executoriaal beslag*) on any major part of such company's assets which has not been discharged or released within a period of (20) Business Days;
- (b) if an order is made by any competent court or other authority or a resolution is passed for the dissolution (*ontbinding*) or winding-up of such company or for the appointment of an Insolvency Official of such company or of all or substantially all of its assets;
- (c) an assignment for the benefit of, or the entering into of any general assignment (*akkoord*) with, its creditors; or
- (d) Insolvency Proceedings are imposed on such company;

**"Insolvency Official"** means a liquidator (*curator*), administrator (*bewindvoerder*) or other similar officer in respect of a company or in respect of any arrangement, compromise or composition with any creditors or any equivalent or analogous officer under the law of any jurisdiction;

**"Insolvency Proceedings"** means a petition for a (preliminary) suspension of payments ((*voorlopige*) *surseance van betaling*) or for bankruptcy (*faillissement*) is filed for a company or a company is declared bankrupt (*failliet*), or emergency measures (*noodregeling*) in the interests of all creditors as referred to in Section 3.5.5 of the FMSA;

**"Insolvent"** means, in relation to a person or legal entity, that an Insolvency applies to such person or entity;

**"Instrumentholders"** means the persons who for the time being are the holders of the Instruments;

**"Instrument"** means any Temporary Global Note, Permanent Global Note, Definitive Note, Coupon, Receipts or Talons;

**"Insurer"** means an insurer in respect of a Vehicle or risks associated therewith;

**"Interest Amount Arrears"** means, in respect of the relevant class of Notes on any Notes Payment Date, any Note Interest Amount in respect of such class of Notes which is due but not paid as at such date;

**"Interest Collections"** means such percentage of any Lease Collection as is set by the Servicer in accordance with the Servicing Agreement from time to time;

**"Interest Purchase Component"** means such part of a Purchase Price or Regular Purchase Instalment, as the case may be, as is based on Interest Receivables;

**"Interest Rate Swap"** means the interest rate swap transaction entered into between the Interest Rate Swap Counterparty, the Issuer and the Issuer Trustee under the Interest Rate Swap Agreement;

**"Interest Rate Swap Agreement"** means the interest rate swap agreement (ISDA master agreement, schedule and confirmation) dated the Initial Closing Date between the Issuer, the Interest Rate Swap Counterparty and the Issuer Trustee, as amended on or around the Closing Date pursuant to the Amendment and Restatement Agreement in relation to the Interest Rate Swap Agreement;

**"Interest Rate Swap Counterparty"** means LPCorp or such other person as may be appointed from time to time as Interest Rate Swap Counterparty pursuant to the Interest Rate Swap Agreement;

**"Interest Receivable"** means the interest component included in a Lease Receivable, whether included in a monthly or incidental invoice, calculated in accordance with the Servicer's standards and guidelines;

**"Investment Company Act"** means the United States Investment Company Act 1940, as amended;

**"Irish Paying Agent"** means Deutsche Bank International Corporate Services Limited;

**"Issue Price"** means a price equal to 100% of the aggregate principal amount of the Notes on the Relevant Closing Date;

**"Issuer"** means Bumper I B.V. a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 34261641;

**"Issuer Account"** means the bank account number NL09 INGB 0657 3526 59 of the Issuer pursuant to the Issuer Account Agreement or any substitute bank account of the Issuer pursuant to the Issuer Account Agreement;

**"Issuer Account Agreement"** means a guaranteed investment contract regarding the Issuer Account dated on the Initial Closing Date, as amended on or around the Closing

Date, between the Issuer, Issuer Trustee, Issuer Administrator and the Issuer Account Bank;

**"Issuer Account Bank"** means ING or such other account bank as may be appointed from time to time as Issuer Account Bank pursuant to the Issuer Account Agreement;

**"Issuer Account Bank Ratings"** means the short term credit ratings required in respect of the Account Bank by Fitch which shall be at least F1;

**"Issuer Account Income"** means any interest amount actually collected in respect of the balance standing to the credit of the Issuer Account;

**"Issuer Account Mandate"** means the resolutions, instructions and signature authorities relating to the Issuer Account in the form of the document set out in Schedule 1 (*Form of Issuer Account Mandate*) of the Issuer Account Agreement;

**"Issuer Account Pledge"** means an issuer account pledge dated on the Initial Closing Date between the Issuer and the Issuer Trustee;

**"Issuer Account Rights"** means all present and future rights (*vorderingen*) of the Issuer in respect of any and all bank accounts of the Issuer, including the Issuer Account but excluding the Issuer Capital Account vis-à-vis any account bank, with which the relevant bank account is maintained;

**"Issuer Administration Agreement"** means the issuer administration agreement dated on or around the Initial Closing Date between, the Issuer, the Issuer Administrator and the Issuer Trustee;

**"Issuer Administration Services"** means the services to be provided to the Issuer and the Issuer Trustee by the Issuer Administrator pursuant to the Issuer Administration Agreement;

**"Issuer Administrator"** means ATC Financial Services B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 33210270, or such other person as may be appointed from time to time as Issuer Administrator pursuant to the Issuer Administration Agreement;

**"Issuer Administrator Default"** means that one or more of the following events has occurred:

- (a) *Non-payment*: the Issuer Administrator fails to pay any amount or interest in respect of any Relevant Transaction Document within 7 Business Days of the due date for such payment;
- (b) *Unlawfulness*: at any time it becomes unlawful for the Issuer Administrator to perform all or a material part of its obligations under the Issuer Administration Agreement;

- (c) *Breach of other obligations*: the Issuer Administrator defaults in the performance or observance of any of its other obligations under or in respect of the Relevant Transaction Documents and such default (a) is, in the opinion of the Issuer or the Issuer Trustee, incapable of remedy or (b) being a default which is, in the opinion of the Issuer or the Issuer Trustee, capable of remedy, remains unremedied for 20 Business Days after the Issuer or Issuer Trustee has given written notice of such default to the Issuer Administrator; or
- (d) Insolvency Event: an Insolvency Event occurs in relation to the Issuer Administrator;

**"Issuer Available Income"** means the following amounts (i) received or to be received by the Issuer, (ii) to be released from the relevant Issuer Ledger received or (iii) otherwise to be available to the Issuer, in all cases on or prior to the first following Notes Payment Date:

- (a) Issuer Loan Interest Amounts and Issuer Account Income;
- (b) amounts debited to the Excess Spread Ledger and credited to the Issuer Transaction Ledger in accordance with Clause 2.3 other than 2.3.2(ii)(b) of Schedule 2 (*Issuer Ledgers*) of the Issuer Administration Agreement;
- (c) amounts drawn under the Liquidity Facility Agreement (other than Liquidity Stand-by Drawings) and credited to the Issuer Transaction Ledger; and
- (d) amounts received from the Interest Rate Swap Counterparty and credited to the Issuer Transaction Ledger;

**"Issuer Available Redemption Funds"** means the following amounts (i) to be received by the Issuer, (ii) to be released from the relevant Issuer Ledger or (iii) otherwise to be available to the Issuer, in all cases on or prior to the first following Notes Payment Date:

- (a) principal repayments pursuant to the Issuer Loan Agreement and credited to the Issuer Transaction Ledger;
- (b) amounts credited to the Principal Deficiency Ledger under the Issuer Income Priorities of Payments;
- (c) amounts released from the Excess Spread Ledger and credited to the Issuer Transaction Ledger in accordance with Clause 2.3.2(ii)(b) of Schedule 2 (*Issuer Ledgers*) of the Issuer Administration Agreement; and/or
- (d) any other amount not listed above or as part of the Issuer Available Income;

**"Issuer Capital Account"** means the account in the name of the Issuer held with ING with account number NL71 INGB 0668 8750 46 into which the Issuer's paid-up share capital (*gestort aandelenkapitaal*) has been deposited and the Issuer Profit Amount will be deposited;

**"Issuer Covenants"** means the covenants of the Issuer set out in Schedule 7 (*Issuer Covenants*) of the Issuer Trust Deed;

**"Issuer Debtor"** means any counterparty of the Issuer under any Transaction Document;

**"Issuer Default"** means any one of the events specified in Condition 13 (*Issuer Default*);

**"Issuer Enforcement Event"** means any default (*verzuim*) in the proper performance of the Issuer Secured Obligations provided that an Issuer Enforcement Notice has been served;

**"Issuer Enforcement Notice"** means a notice delivered by the Issuer Trustee to the Issuer in accordance with Condition 13 (*Issuer Default*) which declares the Notes to be immediately due and payable;

**"Issuer Enforcement Priority of Payments"** has the meaning ascribed thereto in Clause 9.4 (*Issuer Enforcement Priority of Payments*) of the Issuer Trust Deed;

**"Issuer Expenses"** means any fees, expenses or other amounts or liabilities payable by the Issuer to any Issuer Operating Creditor plus any value added tax payable thereon;

**"Issuer Holding"** means Stichting Holding Bumper I, a foundation (*stichting*) established under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 34261420;

**"Issuer Holding Managing Director"** means ATC Corporate Services (Netherlands) B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 33206818 and/or such other person(s) who may be appointed as managing director (*bestuurder*) of the Issuer Holding from time to time;

**"Issuer Income Priority of Payments"** has the meaning ascribed thereto in the Clause 9.2 (*Issuer Income Priority of Payments*) of the Issuer Trust Deed;

**"Issuer Ledgers"** means the Issuer Transaction Ledger, the Liquidity Standby Ledger and the Excess Spread Ledger;

**"Issuer Loan"** means the Initial Issuer Loan as consolidated with the Further Issuer Loan.

**"Issuer Loan Agreement"** means the issuer loan agreement dated on or around the Initial Closing Date between the Issuer, the Purchaser, the Purchaser Trustee and the Issuer Trustee, as amended on or around the Closing Date;

**"Issuer Loan Amortisation Amount"** means the Issuer Percentage of the Purchaser Available Redemption Funds to the extent not applied, or to be applied, to higher ranking items of the relevant Purchaser Priority of Payments on or before the first following Purchaser Payment Date;

**"Issuer Loan Final Maturity Date"** means the tenth anniversary of the Initial Closing Date;

**"Issuer Loan Interest Amount"** means the Issuer Percentage of the Purchaser Available Income to the extent not applied, or to be applied, to higher ranking items of the relevant Purchaser Priority of Payments on or before the first following Purchaser Payment Date;

**"Issuer Managing Director"** means ATC Management B.V. a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 33226415 and/or such other person(s) who may be appointed as managing director (*bestuurder*) of the Issuer from time to time;

**"Issuer Operating Creditor"** means any of (1) the Issuer Trustee, (2) any insolvency receiver of the Issuer, (3) any Paying Agent, (4) the Issuer Administrator, (5) the Issuer Managing Director, (6) any stock exchange on which the Notes are listed, (7) the Issuer's auditors, legal counsel and tax advisers, (8) Fitch, (9) any independent accountant or independent calculation agent appointed under the Interest Rate Swap, (10) any custodian, (11) any taxing authority having power and authority to tax the Issuer; (12) the Issuer Holding in respect of expenses incurred by it vis-à-vis third parties engaged on its behalf by its managing director and (13) any other creditor (other than the Liquidity Facility Provider and the Interest Rate Swap Counterparty) from time to time of the Issuer which has been notified to the Issuer Administrator in accordance with the terms of the Issuer Administration Agreement;

**"Issuer Parallel Debt"** means the amounts due and payable by the Issuer to the Issuer Trustee under Clause 2.5 (*Issuer Parallel Debt*) of the Issuer Trust Deed;

**"Issuer Percentage"** means:

- (a) in respect of any amount mentioned under (a) of the Purchaser Available Redemption Funds: 100% for as long as the Issuer Loan is outstanding;
- (b) in respect of any amount mentioned under (b) of the Purchaser Available Redemption Funds: 0%; and
- (c) in respect of all other amounts: 100% or such lower percentage as (i) the result of the Issuer Loan minus the amount standing to the credit of the Net Shortfall Ledger bears to (ii) the Eligible Vehicles Balance;

**"Issuer Principal Liabilities"** means any amounts the Issuer owes to the Noteholders and the Issuer Secured Creditors as and when the same fall due for payment and whether or not any such obligations have arisen as at the Initial Closing Date or the Closing Date under or pursuant to the Transaction Documents, but excluding the Issuer Parallel Debt;

**"Issuer Priorities of Payments"** means the Issuer Income Priority of Payments, the Issuer Redemption Priority of Payments and the Issuer Enforcement Priority of Payments;

**"Issuer Profit Amount"** means in the case of the Notes Payment Date falling in January 2007, €35,500 and, on each Note Payment Date falling in January thereafter, €15,000;

**"Issuer Redemption Priority of Payments"** has the meaning ascribed thereto in Clause 9.3 (*Issuer Redemption Priority of Payments*) of the Issuer Trust Deed;

**"Issuer Rights"** means all receivables (*vorderingen op naam*) of the Issuer against any Transaction Party;

**"Issuer Rights Pledge"** means the issuer rights pledge dated on the Initial Closing Date between the Issuer and the Issuer Trustee;

**"Issuer Secured Creditors"** means, the Issuer Trustee (in its own capacity and on behalf of the Noteholders), the Issuer Administrator, the Liquidity Facility Provider, the Interest Rate Swap Counterparty, the Issuer Account Bank, the Issuer Managing Director, the Paying Agent(s) and all other creditors for whom the Issuer Security is expressed to be granted in accordance with the Issuer Trust Deed;

**"Issuer Secured Obligations"** means all present and future obligations owed by the Issuer to the Issuer Trustee pursuant to the Issuer Parallel Debt and, if and to the extent that at the time of the creation of the relevant right of pledge, or at any time thereafter, an Issuer Principal Liability owed to the Issuer Trustee cannot be validly secured through the Issuer Parallel Debt, such Issuer Principal Liability itself;

**"Issuer Secured Property"** means the Issuer Account Rights and the Issuer Rights over which security is created pursuant to the Issuer Security Documents;

**"Issuer Security"** means the security for the Issuer Secured Obligations which will be created pursuant to, and on the terms set out in, the Issuer Trust Deed and the Issuer Security Documents;

**"Issuer Security Documents"** means the Issuer Account Pledge and the Issuer Rights Pledge;

**"Issuer Transaction Ledger"** means the ledger of the Issuer Account designated as such;

**"Issuer Trust Deed"** means the issuer trust deed entered into on or around the Initial Closing Date between the Issuer and the Issuer Trustee, as amended on or around the Closing Date;

**"Issuer Trustee"** means Stichting Trustee Bumper I, a foundation (*stichting*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 34261642 or such other person for the time being acting as the trustee under the Issuer Trust Deed;

**"Issuer Trustee's Director"** means Europe Management Company B.V., a private company with limited liability (*een besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands, having its corporate

seat (*statutaire zetel*) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 33191879 and/or such other person(s) who may be appointed as director(s) (*bestuurder*) of the Issuer Trustee from time to time;

**"Issuer Warranties"** means the representations and warranties by the Issuer set out in Part A (*Corporate*) and Part B (*Transaction Documents*) of Schedule 6 (*Issuer Warranties*) to the Issuer Trust Deed;

**"Kas Bank"** means Kas Bank N.V., a public company with limited liability (*naamloze vennootschap*), incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Spuistraat 172, 1012 VT Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 33001320;

**"Lease"** means the lease agreement pertaining to a Purchased Vehicle, for the avoidance of doubt excluding any rental agreement pertaining to any temporary replacement for such Purchased Vehicle;

**"Lease Adjustment"** means a variation or amendment of certain of the terms and conditions of any Lease;

**"Lease Collection"** means any amount actually collected (*geïnd*) under or in respect of a Lease Receivable;

**"Lease Early Termination Date"** means any date on which a Lease terminates prior to the Lease Maturity Date;

**"Lease Maturity Date"** means the termination date as agreed with the Lessee upon the entering into of the Lease, as amended from time to time;

**"Lease Receivable"** means any present or future receivable (*vordering op naam*) in respect of the relevant Lessee under any Lease, other than an Incidental Receivable, where the context so permits including any and all accessory rights (*afhankelijke rechten*), ancillary rights (*nevenrechten*) and connected rights (*kwalitatieve rechten*);

**"Lease Termination"** means termination of a Lease;

**"Lease Termination Date"** means a Lease Maturity Date or a Lease Early Termination Date, as the case may be;

**"LeasePlan"** means the group of companies which is headed by LPCorp as common shareholder and which has common business characteristics;

**"Leases Pledge"** means any leases pledge executed pursuant to the Master Leases Pledge and forming part of any Combined Vehicles Deed;

**"Lessee"** means the lessee under a Lease provided that for the purpose of the calculation of the Non-Eligible Vehicles Balance and the Excess Vehicles Balance such lessees that belong to the same group (*groep*) are deemed to be one Lessee;

**"Lessee Files"** means files relating to each Lessee containing, among other things, all material agreements, documents and correspondence in relation to that Lessee and the associated Purchased Vehicles, including the completed and executed Leases and the title documents and insurance documents pertaining to the associated Purchased Vehicles;

**"Lessee Gross Balance"** means the aggregate Book Value as at the Cut-Off Date of all Purchased Vehicles that are being leased by a Lessee as at the first following Purchaser Payment Date;

**"Lessee Non-Eligible Balance"** means in respect of a Relevant Lessee, the aggregate Book Value as at the Cut-Off Date of all Purchased Vehicles which are leased by such Lessee as at the first following Purchaser Payment Date and which do not meet the Eligibility Criteria plus:

- (a) unless (b) below applies: such Lessee's Arrears Percentage of such Lessee's Lessee Gross Balance; or
- (b) if such Lessee's Default Percentage exceeds 15% or if a breach of a Vehicle Warranty has been notified and is continuing in respect of a Purchased Vehicle leased by such Lessee: such Lessee's Lessee Gross Balance, where possible without double counting;

**"Liabilities"** means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

**"LF Default Interest Period"** means a period for the computation of interest in respect of an LF Unpaid Sum, determined in accordance with the provisions of the Liquidity Facility Agreement;

**"LF Default Margin"** means 0% per annum;

**"LF Event of Default"** means one of the following events:

- (a) the Issuer fails to pay any sum due from it under the Liquidity Facility Agreement at the time, in the currency and in the manner specified in this Agreement and such failure continues for a period of 7 Business Days;
- (b) the Issuer Trustee delivers an Issuer Enforcement Notice;
- (c) an Insolvency Event occurs in relation to the Issuer;
- (d) the Issuer fails duly to perform or comply with any obligation, condition or provision expressed to be assumed by it in the Liquidity Facility Agreement and such failure continues for 20 Business Days after the Liquidity Facility Provider has given notice of such failure to perform or comply to the Issuer requiring remedy except where, in the opinion of the Issuer Trustee, any such failure by the Issuer is not capable of remedy in which case no such notice or continuation will be required; or

- (e) at any time it is or becomes unlawful for the Issuer to perform or comply with any or all of its obligations under the Liquidity Facility Agreement or any of the obligations of the Issuer under the Liquidity Facility Agreement are not or cease to be legal, valid, binding and enforceable;

**"LF Facility Office"** means the office of the Liquidity Facility Provider specified against the name of the Liquidity Facility Provider in the Notices Details or such other office in The Netherlands as it may select by notice to the Issuer in accordance with the provisions of the Liquidity Facility Agreement;

**"LF Loan"** means the LF Revolving Loan or the Liquidity Standby Loan, as the case may be;

**"LF Notice of Drawing"** means an LF Revolving Drawing Notice and/or a Liquidity Standby Drawing Notice, as the context may require;

**"LF Revolving Drawing"** means a drawing made by the Issuer in accordance with the terms of the Liquidity Facility Agreement following the delivery by the Issuer of a LF Revolving Drawing Notice or, as the case may be, the principal amount of such drawing for the time being outstanding;

**"LF Revolving Loan"** means at any time the aggregate of all LF Revolving Drawings which have been drawn down by the Issuer and are still outstanding;

**"LF Revolving Drawing Notice"** means a notice substantially in the form set out in Schedule 3 (*LF Revolving Drawing Notice*) of the Liquidity Facility Agreement;

**"LF Revolving Drawing Period"** means, in respect of an LF Revolving Drawing, the period from and including a Notes Payment Date to but excluding the first following Notes Payment Date;

**"LF Unpaid Sum"** means the unpaid balance of any sum referred to in Clause 21.1 (*LF Default Interest Periods*) of the Liquidity Facility Agreement;

**"Liquidity Facility"** means the committed, euro, revolving liquidity facility made available to the Issuer by the Liquidity Facility Provider in accordance with the terms of the Liquidity Facility Agreement;

**"Liquidity Facility Agreement"** means the liquidity facility agreement dated the Initial Closing Date between the Liquidity Facility Provider, the Issuer and the Issuer Trustee, as amended on or around the Closing Date;

**"Liquidity Facility Amount"** means 2.9% of the Principal Amount Outstanding of the rated Notes or such percentage or amount by which such percentage or amount is increased or decreased from time to time in accordance with the terms of the Liquidity Facility Agreement, subject always to a minimum of 0.5% of the Principal Amount Outstanding of the rated Notes at the Closing Date;

**"Liquidity Facility Availability Period"** means the period commencing on the Closing Date and ending 30 days prior to the Liquidity Facility Termination Date;

**"Liquidity Facility Margin"** means 0% per annum;

**"Liquidity Facility Provider"** means LeasePlan Corporation N.V., a public company with limited liability (*naamloze vennootschap*), incorporated under the laws of The Netherlands and having its corporate seat (*statutaire zetel*) in Almere, The Netherlands and having its registered office at P.J. Oudweg 41, 1314 CJ Almere, The Netherlands and registered with the Chamber of Commerce of Gooi-, Eem-, en Flevoland, The Netherlands under number 39037076, or such other person as may be appointed from time to time as Liquidity Facility Provider pursuant to the Liquidity Facility Agreement;

**"Liquidity Facility Termination Date"** means the date falling 364 days after the Closing Date or such other date as may be agreed between the Issuer and the Liquidity Facility Provider in accordance with the terms of the Liquidity Facility Agreement;

**"Liquidity Shortfall"** means as at any Notes Payment Date, the amount by which:

- (a) the Issuer Available Income available to meet the payment obligations of the Issuer specified in the Issuer Income Priority of Payments; falls short of
- (b) the aggregate of the amounts required by the Issuer to pay or to provide in full on such Notes Payment Date for the items falling in paragraphs (a) through (f) and (h) of the Issuer Income Priority of Payments,

provided that if, and to the extent that (i) any shortfall relates to a certain class of Notes in the Issuer Income Priority of Payments and (ii) the Principal Deficiency Ledger of such class of Notes exceeds 50% of the Principal Amount Outstanding of such class of Notes, then no LF Loan shall be made in respect of such shortfall;

**"Liquidity Standby Drawing"** means a drawing made by the Issuer in accordance with the terms of the Liquidity Facility Agreement following the delivery by the Issuer of a Liquidity Standby Drawing Notice or, as the case may be, an advance made by the Liquidity Facility Provider pursuant to Clause 8.4 (*New Liquidity Facility Availability Period*) of the Liquidity Facility Agreement;

**"Liquidity Standby Drawing Period"** means, in respect of the Liquidity Standby Drawing, where a Liquidity Standby Drawing is advanced to the Issuer on:

- (a) a Notes Payment Date, the period from and including such Notes Payment Date to but excluding the first following Notes Payment Date; or
- (b) a day which is not a Notes Payment Date, the period from and including the date on which the Liquidity Standby Drawing is advanced to the Issuer to but excluding the second following Notes Payment Date,

whereby the LF Revolving Drawing Period current when the Liquidity Standby Drawing is advanced and the interest rate applicable thereto shall continue to apply to the portion Liquidity Standby Drawing which is converted from an outstanding LF Revolving Drawing on the date of the advance of the relevant Liquidity Standby Drawing until the end of such LF Revolving Drawing Period;

**"Liquidity Standby Drawing Notice"** means a notice substantially in the form set out in Schedule 4 (*Liquidity Standby Drawing Notice*) of the Liquidity Facility Agreement;

**"Liquidity Standby Ledger"** means the ledger of the Issuer Account designated as such;

**"Liquidity Standby Ledger Drawing"** means a drawing from the Liquidity Standby Ledger made pursuant to Clause 5 (*Utilisation of the Liquidity Standby Ledger*) of the Liquidity Facility Agreement;

**"Liquidity Standby Ledger Drawing Period"** means, in respect of a Liquidity Standby Ledger Drawing, the period from and including the date on which the Liquidity Standby Ledger Drawing was credited to the Issuer Transaction Ledger to but excluding the first following Notes Payment Date;

**"Liquidity Standby Loan"** means, at any time, the Liquidity Standby Drawing or, as the case may be, the principal amount thereof for the time being outstanding;

**"Listing Agent"** means Deutsche Bank Luxembourg SA or any other listing agent appointed by the Issuer from time to time for the purposes of liaising with the IFRSA and/or Stock Exchange from time to time;

**"Loss"** means any losses, liabilities, costs, claims, damages, expenses (including, but not limited to, legal costs and expenses reasonably incurred) or demands (or actions in respect thereof);

**"LPCorp"** means LeasePlan Corporation N.V., a public company with limited liability (*naamloze vennootschap*), incorporated under the laws of The Netherlands and having its corporate seat (*statutaire zetel*) in Almere, The Netherlands and having its registered office at P.J. Oudweg 41, 1314 CJ Almere, The Netherlands and registered with the Chamber of Commerce of Gooi-, Eem-, en Flevoland, The Netherlands under number 39037076;

**"LPNL"** means LeasePlan Nederland N.V., a public company with limited liability, (*naamloze vennootschap*), incorporated under the laws of The Netherlands having its corporate seat (*statutaire zetel*) in Almere, The Netherlands and having its registered office at Wisselweg 31-33, 1314 CB Almere, The Netherlands and registered with the Chamber of Commerce of Gooi-, Eem-, en Flevoland under number 39037163;

**"LPNL Advance"** means any advance made or to be made available under the LPNL Facility;

**"LPNL Default"** means the earliest to occur of the following:

- (a) a default is made by LPNL in the payment on the due date of any amount due and payable by it under any Relevant Transaction Document and such default is not remedied within 10 Business Days after notice thereof has been given to LPNL;
- (b) LPNL fails duly to perform or comply with any of its obligations under any Transaction Document to which it is a party, such failure has a Material Adverse Effect and if such failure is capable of being remedied, such failure is

not remedied within 30 Business Days after notice thereof has been given by the Purchaser or the Purchaser Trustee to LPNL or such other party;

- (c) an LPNL Warranty is breached and LPNL does not perform its obligations under Clause 6.3 (*Remedies*) of the Master Hire Purchase Agreement have not been observed accordingly;
- (d) LPNL becomes Insolvent; or
- (e) a default is made by LPCorp in payment on the due date of any amount due and payable by it under the Programme Agreement in respect of Issuer Expenses and such default is not remedied within 10 Business Days after notice thereof has been given to LPNL;

**"LPNL Facility"** means the loan facility made available under the LPNL Facility Agreement;

**"LPNL Facility Agreement"** means the facility agreement dated the Initial Closing Date between LPNL, the Purchaser and the Purchaser Trustee;

**"LPNL Facility Amortisation Amount"** means the LPNL Percentage of the Purchaser Available Redemption Funds to the extent not applied, or to be applied, to higher-ranking items of the relevant Purchaser Priority of Payments on the first following Purchaser Payment Date;

**"LPNL Facility Final Maturity Date"** means the tenth anniversary of the Initial Closing Date;

**"LPNL Facility Interest Amount"** means the LPNL Percentage of the Purchaser Available Income to the extent not applied, or to be applied, to higher-ranking items of the relevant Purchaser Priority of Payments on the first following Purchaser Payment Date;

**"LPNL Facility Principal Amount"** means the principal amount outstanding for the time being under the LPNL Facility Agreement;

**"LPNL Percentage"** means 100% minus the relevant Issuer Percentage;

**"LPNL Policy"** means the originating, underwriting, administration, arrears and enforcement policy applied by LPNL from time to time in connection with operational leases to corporate lessees;

**"LPNL Warranties"** means the General Warranties and the Vehicle Warranties;

**"Maintenance Ledger"** means the ledger of the Purchaser Account designated as such;

**"Maintenance Ledger Required Amount"** means (A) if and for as long as the Initial Servicer is downgraded as described in the Initial Servicing Agreement, the product of (i) the sum of (x) the average provisioning amount on the balance sheet of the Originator per Purchased Vehicle at that time, and (y) the average amount of maintenance expenses per Purchased Vehicle per calendar month (calculated over the preceding six months),

and (ii) the total number of Purchased Vehicles at that time, and (B) in all other cases: €0;

**"Management Agreement (Defeaser)"** means the management agreement (Defeaser) dated on the Initial Closing Date between the Defeaser and the Defeaser Managing Director;

**"Management Agreement (Issuer)"** means the management agreement (Issuer) dated on the Initial Closing Date between the Issuer and the Issuer Managing Director;

**"Management Agreement (Issuer Holding)"** means the management agreement (Issuer Holding) dated on the Initial Closing Date between the Issuer Holding and the Issuer Holding Managing Director;

**"Management Agreement (Issuer Trustee)"** means the management agreement (Issuer Trustee) dated on the Initial Closing Date between the Issuer and the Issuer Trustee Managing Director;

**"Management Agreement (Purchaser)"** means the management agreement (Purchaser) dated on the Initial Closing Date between the Purchaser and ATC SPV Management (Netherlands) B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 34173691, who is appointed as managing director to the Purchaser as of an LPNL Default;

**"Management Agreement (Purchaser Holding)"** means the management agreement (Purchaser Holding) dated on the Initial Closing Date between Purchaser Holding and the managing directors of the Purchaser Holding;

**"Management Agreement (Purchaser Trustee)"** means the management agreement (Purchaser Trustee) dated on the Initial Closing Date between the Purchaser Trustee and the Purchaser Trustee's Director;

**"Management Agreements"** means the Management Agreement (Purchaser), the Management Agreement (Purchaser Holding), the Management Agreement (Purchaser Trustee), the Management Agreement (Issuer), the Management Agreement (Issuer Holding), the Management Agreement (Issuer Trustee) and the Management Agreement (Defeaser);

**"Master Amendment Agreement"** means the master amendment agreement, dated on or around the Closing Date, between the parties to the Relevant Transaction Documents;

**"Master Definitions Schedule"** means this Schedule 1 (*Master Definitions Schedule*);

**"Master Hire Purchase Agreement"** means a master hire purchase agreement dated on the Initial Closing Date, as amended on or about the Closing Date, between LPNL, the Purchaser Trustee and the Purchaser;

**"Master Leases Pledge"** means a master leases pledge dated on the Initial Closing Date between LPNL the Purchaser and the Purchaser Trustee, including any Leases Pledge executed by the Purchaser and the Purchaser Trustee as of any Purchase Date;

**"Master Vehicles Pledge"** means a master vehicles pledge dated on the Initial Closing Date between LPNL the Purchaser and the Purchaser Trustee, including any Vehicles Pledge executed by the Purchaser and the Purchaser Trustee as of any Purchase Date;

**"Material Adverse Effect"** means as the context requires:

- (a) a material adverse effect on the validity or enforceability of any of the Relevant Transaction Documents;
- (b) in respect of a Transaction Party, a material adverse effect on:
  - (i) the ability of such Transaction Party to perform its obligations under any of the Relevant Transaction Documents;
  - (ii) the rights or remedies of such Transaction Party under any of the Relevant Transaction Documents;
- (c) in the context of the Purchased Vehicles, a material adverse effect on the interest of the Purchaser or the Purchaser Trustee in the Purchased Vehicles, or on the ability of the Purchaser (or the Servicer on the Purchaser's behalf as the case may be) to collect the amounts due under the associated Leases;
- (d) in the context of security granted, a material adverse effect on the ability of the Purchaser Trustee to enforce the Purchaser Security or the Issuer Trustee to enforce the Issuer Security; or
- (e) a material adverse effect on the validity or enforceability of any of the Notes;

**"Maturity Book Value"** means in relation to a Vehicle, the Book Value of such Vehicle on its Lease Maturity Date;

**"Meeting"** means a meeting of Noteholders of any class or classes (whether originally convened or resumed following an adjournment);

**"Minimum Amount"** means EUR 0.01;

**"Minimum Denomination"** means €100,000;

**"Minimum Short-term Rating"** means, in respect of any person, such person's short term unsecured, unsubordinated, unguaranteed debt obligations being rated, "F1" by Fitch;

**"More Senior Class of Notes"** means, as between two or more such classes of Notes then outstanding, the Class which ranks most senior among such classes;

**"Most Senior Class of Notes"** means the Class A Notes for so long as there are any Class A Notes outstanding, thereafter the Class B Notes for so long as there are any Class B Notes outstanding, thereafter the Class C Notes for so long as there are any Class

C Notes outstanding, thereafter the Class D Notes for so long as there are any Class D Notes outstanding;

**"Net Release Amount"** means, if and for as long as an amount is standing to the credit of the Net Shortfall Ledger, the amount (if any) by which the sum of the (i) Net Vehicles Balance and (ii) the amount standing to the credit of the Net Shortfall Ledger, exceeds the Issuer Loan;

**"Net Shortfall Amount"** means the amount (if any) by which the Issuer Loan exceeds the Net Vehicles Balance;

**"Net Shortfall Ledger"** means the ledger of the Purchaser Account designated as such;

**"Net Vehicles Balance"** means the Gross Vehicles Balance minus the Excess Vehicles Balance and the Non-Eligible Vehicles Balance;

**"New Servicer"** means such person as may from time to time be appointed as Servicer pursuant to the relevant New Servicing Agreement;

**"New Servicing Agreement"** means any new servicing agreement entered into by a New Servicer, the Purchaser and the Purchaser Trustee, on substantially the same terms as the Initial Servicing Agreement;

**"Non-Eligible Vehicles Balance"** means (i) the aggregate of all Lessee Non-Eligible Balances as at the Cut-Off Date of all Relevant Lessees minus (ii) 10% of the Gross Vehicles Balance or, if lower, the aggregate for all Relevant Lessees of item (a) of Lessee Non-Eligible Balance;

**"Norm RV Percentage"** means 50%, and for the purpose of any calculations 0.5;

**"Note Interest Amount"** means:

- (i) in respect of a Note for the Notes Calculation Period commencing on the Closing Date, the Quarterly Note Interest calculated on the related Notes Calculation Date; and
- (ii) in respect of a Note for any subsequent Notes Calculation Period, the aggregate of:
  - (a) the Note Interest Amount calculated on the related Notes Calculation Date; and
  - (b) the amount of any Deferred Interest Amount Arrears in respect of such Note on the preceding Notes Payment Date, together with accrued interest on such arrears in accordance with Condition 8.12 (Default Interest);

in relation to a class for the Notes Calculation Period beginning on the Closing Date or any subsequent Notes Calculation Period, the aggregate amount calculated in accordance with paragraph (i) or (ii) respectively above in respect of such class for such Notes Calculation Period;

**"Note Principal Payment"** means, on any Notes Payment Date:

- (i) in the case of each Class A Note, an amount equal to the lesser of the Issuer Available Redemption Funds (minus the amount to be applied to higher ranking items of the relevant Issuer Priority of Payments on such Note Payment Date) and the Principal Amount Outstanding of the Class A Notes, each determined as at the related Notes Calculation Date, divided by the number of outstanding Class A Notes;
- (ii) in the case of each Class B Note, an amount equal to the lesser of the Issuer Available Redemption Funds (minus the amount to be applied to higher ranking items of the relevant Issuer Priority of Payments on such Notes Payment Date) and the Principal Amount Outstanding of the Class B Notes, each determined as at the related Notes Calculation Date, divided by the number of outstanding Class B Notes;
- (iii) in the case of each Class C Note, an amount equal to the lesser of the Issuer Available Redemption Funds (minus the aggregate of the amount to be applied to higher ranking items of the relevant Issuer Priority of Payments on such Notes Payment Date) and the Principal Amount Outstanding of the Class C Notes, each determined as at the related Notes Calculation Date, divided by the number of outstanding Class C Notes;
- (iv) in the case of each Class D Note, an amount equal to the lesser of the Issuer Available Redemption Funds (minus the aggregate of the amount to be applied to higher ranking items of the relevant Issuer Priority of Payments on such Notes Payment Date) and the Principal Amount Outstanding of the Class D Notes, each determined as at the related Notes Calculation Date, divided by the number of outstanding Class D Notes;

in any such case rounded down to the nearest multiple of the Minimum Denomination;

**"Note Rate"** means, in respect of each class of Notes for each Notes Calculation Period, the Reference Rate determined as at the related Notes Calculation Date plus the Relevant Margin in respect of such class;

**"Noteholders"** means the Initial Noteholders and the Further Noteholders;

**"Notes"** means the Initial Notes and the Further Notes;

**"Notes Calculation Date"** means each day which is three Business Days prior to a Notes Payment Date and, in relation to a Notes Calculation Period, the **"related Notes Calculation Date"** means the Notes Calculation Date falling in such Notes Calculation Period;

**"Notes Calculation Period"** means each period from (and including) a Notes Payment Date (or the Relevant Closing Date) to (but excluding) the first following Notes Payment Date and, in relation to a Notes Calculation Date, the **"related Notes Calculation Period"** means the Notes Calculation Period in which such Notes Calculation Date falls;

**"Notes Final Maturity Date"** means the twelfth anniversary of the Initial Closing Date provided that if any such day is not a Business Day, the Notes Payment Date shall be the

immediately succeeding Business Day unless it would as a result fall into the next calendar month, in which case it will be brought forward to the immediately preceding Business Day;

"**Notes Payment Date**" means the 24th day of January, April, July and October in each year commencing on the First Notes Payment Date, provided that if any such day is not a Business Day, the Notes Payment Date shall be the immediately succeeding Business Day unless it would as a result fall into the next calendar month, in which case it will be brought forward to the immediately preceding Business Day;

"**Notes Purchaser**" means LPCorp;

"**Notes Purchaser Warranties**" means the representations and warranties by the Notes Purchaser set out in Schedule 2 (*Notes Purchaser Warranties*) to the 2008 Note Purchase Agreement;

"**Notice**" means (i) in respect of notice to be given to Noteholders, a notice validly given pursuant to the Notices Condition and (ii) in respect of a notice to be given to a Transaction Party, a notice validly given pursuant to Clause 15 (*Notices*) of Schedule 2 (*Common Terms*) to this 2006 Incorporated Terms Memorandum;

"**Notices Condition**" means Condition 22 (*Notices*);

"**Notices Details**" means the details set out in Schedule 3 (*Notices Details*) hereto;

"**outstanding**" means, in relation to the Notes, all the Notes other than:

- (a) those which have been redeemed in full and cancelled in accordance with the Conditions;
- (b) those in respect of which the date for redemption, in accordance with the provisions of the Conditions, has occurred and for which the redemption monies (including all interest accrued thereon to such date for redemption) have been duly paid to the Issuer Trustee or the Principal Paying Agent in the manner provided for in the Agency Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with the Notices Condition) and remain available for payment in accordance with the Conditions;
- (c) those which have been purchased and surrendered for cancellation as provided in Condition 9 (*Final Redemption, Mandatory Redemption in part, Optional Redemption, Purchase and Cancellation*) and notice of the cancellation of which has been given to the Issuer Trustee;
- (d) those which have become void under the Conditions;
- (e) those mutilated or defaced Notes which have been surrendered or cancelled and those Notes which are alleged to have been lost, stolen or destroyed and in all cases in respect of which replacement Notes have been issued pursuant to the Conditions; and

- (f) any Temporary Global Note, to the extent that it shall have been exchanged for a Permanent Global Note of the same class or any Permanent Global Note, to the extent that it shall have been exchanged for the related Definitive Notes pursuant to the provisions contained therein and the Conditions;

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of Noteholders;
- (ii) the determination of how many and which Notes are for the time being outstanding for the purposes of Clause 7 (*Acceleration of Notes and Enforcement Proceedings*) Clause 19 (*Waiver; Modification; Substitution of Principal Debtor*), Clause 21 (*Removal*) and Condition 7 (*Issuer Covenants*), Condition 9.6 (*Optional Redemption - Clean-up & Prepayment Call*), Condition 13 (*Issuer Default*), Condition 14 (*Enforcement*) and Condition 16 (*Meetings of Noteholders*), Condition 17 (*Modification and Waiver*), Condition 20 (*Issuer Trustee and Paying Agents*), Condition 21 (*Substitution of Issuer*) and the Provisions for Meetings of Noteholders; and
- (iii) any discretion, power or authority, whether contained in the Issuer Trust Deed or provided by law, which the Issuer Trustee is required to exercise in or by reference to the interests of the Noteholders or any of them,

those Notes (if any) which are for the time being held by any person (including the Issuer, the Purchaser, LPCorp or any Subsidiary of either) for the benefit of the Issuer, the Purchaser, LPCorp or any Subsidiary of either shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

**"Paying Agents"** means the Principal Paying Agent, the Irish Paying Agent, any other Paying Agent or any of them;

**"Permanent Global Note"** means any permanent global note representing any class of Notes in, or substantially in, the form set out in Schedule 2 (*Form of Permanent Global Notes*) to the Issuer Trust Deed;

**"Permitted Encumbrance"** means the Issuer Security, the Purchaser Security and any Encumbrance arising by operation of law and in the ordinary course of business and in the case of the Issuer, any Permitted Encumbrance (as defined in the Programme Agreement);

**"Permitted Investments"** means any investments which may be selected by the Issuer Trustee by placing the same on deposit in the name or under the control of the Issuer Trustee with such bank or other financial institution as the Issuer Trustee may think fit;

**"person"** means a reference to any person, individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation, governmental entity or other entity of similar nature (whether or not having separate legal personality);

**"Portfolio Cut Off Date"** means 30 November 2006;

**"Prepayment Call"** has the meaning ascribed there to in Condition 9.6.2 (*Optional Redemption - Clean-up & Prepayment Call*);

**"Priorities of Payments"** means the Issuer Priorities of Payments and the Purchaser Priorities of Payments;

**"Principal Amount Outstanding"** means, on any date:

- (a) in respect of a Note the principal amount of that Note on the Relevant Closing Date, less the aggregate amount of any principal payments in respect of such Note which have been paid to the Paying Agent(s) on or prior to that date; and
- (b) in relation to the Notes outstanding at any time, the aggregate of the amount in (a) in respect of all Notes outstanding;

**"Principal Collection"** means such percentage of any Lease Collection as is set by the Servicer in accordance with the Servicing Agreement from time to time;

**"Principal Deficiency Amount"** means the debit balance of the relevant Principal Deficiency Ledger in respect of a class of Notes;

**"Principal Deficiency Ledger"** means the principal deficiency ledger in respect of the relevant class of Notes;

**"Principal Loss"** on a Purchaser Calculation Date means the product of, all for the immediately preceding Vehicle Calculation Period, (i) the Issuer Percentage of the principal losses incurred in respect of the Purchased Vehicles, as determined by the Servicer in accordance with its standards and guidelines and where applicable corrected for any payments received by the Purchaser under Clause 8.3 (*Non-exercise of option*) of the Master Hire Purchase Agreement or the Guarantee times (ii) the Principal Receivables divided by the Lease Receivables;

**"Principal Paying Agent"** means Kas Bank or, if applicable, any successor principal paying agent;

**"Principal Purchase Component"** means such part of a Purchase Price or Purchase Instalment, as the case may be, as is based on Principal Receivables and/or Book Value, as the case may be;

**"Principal Receivable"** means the principal component included in a Lease Receivable, whether included in a monthly or incidental invoice, calculated in accordance with the Servicer's standards and guidelines;

**"Professional Market Party"** means any professional market party (*professionele marktpartij*) within the meaning of the FMSA;

**"Programme"** means the debt issuance programme established by, or otherwise contemplated in, the Programme Agreement;

**"Programme Agreement"** means the programme agreement dated on 14 December 2006 between the Issuer and LPCorp, as amended on or around the Closing Date;

**"Programme Prospectus"** means the programme prospectus constituting the Issuer's registration document pursuant to article 4 of the Prospectus Regulation prepared in connection with the Programme dated on or around the Closing Date;

**"Prospectus"** means the 2008 Dutch Prospectus;

**"Prospectus Directive"** means Directive 2003/71/EC;

**"Prospectus Regulation"** means the EU Commission regulation number 809/2004;

**"Provisions for Meetings of Noteholders"** means the provisions contained in Schedule 5 (*Provisions for the Meetings of Noteholders*) to the Issuer Trust Deed;

**"Purchase Date"** means (i) in respect of an Initial Vehicle, the Initial Closing Date, and (ii) in respect of a Further Vehicle, the Purchaser Payment Date on which such Vehicle is hire purchased by the Purchaser in accordance with the Master Hire Purchase Agreement;

**"Purchase Instalments"** means instalments in which the relevant Purchase Price is to be paid by the Purchaser to LPNL pursuant to a Hire Purchase Agreement;

**"Purchase Price"** means the purchase price agreed upon (and payable in instalments) in respect of a Purchased Vehicle pursuant to a Hire Purchase Agreement, as amended and/or discounted from time to time in accordance with the Master Hire Purchase Agreement;

**"Purchased Vehicle"** means any Vehicle purchased by the Purchaser from LPNL pursuant to a Hire Purchase Agreement, to the extent not retransferred or otherwise disposed of by or on behalf of the Purchaser, including following a termination of the relevant Hire Purchase Agreement as contemplated by Clause 7 (*Termination of Hire Purchase Agreements*) of the Master Hire Purchase Agreement;

**"Purchaser"** means LeasePlan Securitatie B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Wisselweg 31-33, 1314 CB Almere, The Netherlands and registered with the Chamber of Commerce of Gooi-, Eem-, en Flevoland, The Netherlands under number 34261624;

**"Purchaser Account"** means the bank account number NL89 INGB 0657 5239 76 of the Purchaser pursuant to the Purchaser Account Agreement or any substitute bank account of the Purchaser pursuant to the Purchaser Account Agreement;

**"Purchaser Account Agreement"** means the guaranteed investment contract regarding the Purchaser Account dated on Initial Closing Date between the Purchaser, Purchaser Trustee, Purchaser Administrator and the Purchaser Account Bank;

**"Purchaser Account Bank"** means ING or such other account bank as may be appointed from time to time as Purchaser Account Bank pursuant to the Purchaser Account Agreement;

**"Purchaser Account Bank Ratings"** means a rating of at least F1 by Fitch in respect of the short term, unsecured, unsubordinated and unguaranteed debt obligations of the Purchaser Account Bank;

**"Purchaser Account Income"** means any interest amount actually collected in respect of the balance standing to the credit of the Purchaser Account;

**"Purchaser Account Mandate"** means the resolutions, instructions and signature authorities relating to the Purchaser Account in the form of the document set out in Schedule 1 (*Form of Purchaser Account Mandate*) of the Purchaser Account Agreement;

**"Purchaser Account Pledge"** means an account pledge dated on the Initial Closing Date between the Purchaser and the Purchaser Trustee;

**"Purchaser Account Rights"** means all present and future rights (*vorderingen*) of the Purchaser in respect of any and all bank accounts of the Purchaser, including the Purchaser Account but excluding the Purchaser Capital Account vis-à-vis any account bank, with which the relevant bank account is maintained;

**"Purchaser Administration Agreement"** means the purchaser administration agreement dated on the Initial Closing Date between the Purchaser, the Purchaser Administrator and the Purchaser Trustee;

**"Purchaser Administration Services"** means the services to be provided to the Purchaser and the Purchaser Trustee by the Purchaser Administrator pursuant to the Purchaser Administration Agreement;

**"Purchaser Administrator"** means LPNL and such other person as may be appointed from time to time as Purchaser Administrator pursuant to the Purchaser Administration Agreement;

**"Purchaser Administrator Default"** means that one or more of the following events has occurred:

- (a) *Non-payment*: the Purchaser Administrator fails to pay any amount of principal or interest in respect of any Relevant Transaction Document within 7 Business Days of the due date for such payment;
- (b) *Unlawfulness*: at any time it becomes unlawful for the Purchaser Administrator to perform all or a material part of its obligations under the Purchaser Administration Agreement;
- (c) *Breach of other obligations*: the Purchaser Administrator defaults in the performance or observance of any of its other obligations under or in respect of the Relevant Transaction Documents and such default (a) is, in the opinion of the Issuer or the Purchaser Trustee, incapable of remedy or (b) being a default which is, in the opinion of the Purchaser or the Purchaser Trustee, capable of remedy, remains unremedied for 20 Business Days after the Purchaser or Purchaser Trustee has given written notice of such default to the Purchaser Administrator; or

- (d) *Insolvency Event*: an Insolvency Event occurs in relation to the Purchaser Administrator;

**"Purchaser Available Income"** means the following amounts (i) received or to be received by the Purchaser, where applicable, by way of set-off or direct payments in accordance with the Defeasance Covenant or any other Relevant Transaction Document, (ii) to be released from the relevant Purchaser Ledger or (iii) otherwise to be available to the Purchaser, in all cases on or prior to the first following Purchaser Payment Date:

- (a) the Interest Collections and Servicing Collections pertaining to the immediately preceding Vehicle Calculation Period;
- (b) the Purchaser Account Income; and
- (c) any amount to be released from the Maintenance Ledger in accordance with the Purchaser Administration Agreement following any decrease (if any) in the Maintenance Ledger Required Amount;

**"Purchaser Available Redemption Funds"** means the following amounts to be (i) received by the Purchaser, where applicable, by way of set-off or direct payments in accordance with the Defeasance Covenant or any other Relevant Transaction Document, (ii) released from the relevant Purchaser Ledger or (iii) otherwise to be available to the Purchaser, in all cases on or prior to the first following Purchaser Payment Date:

- (a) any amount to be (i) released from the Net Shortfall Ledger in accordance with the Purchaser Administration Agreement pursuant to the termination of the Revolving Period, (ii) drawn under the LPNL Facility with a view to repay the Issuer Loan in connection with a Clean-Up Call, a Prepayment Call or a Tax Call in respect of the Notes or (iii) actually collected (whether from LPNL or the Guarantor) in respect of Residual Value Shortfalls or Incidental Debts, in all cases pertaining to the immediately preceding Vehicle Calculation Period;
- (b) any (i) Net Release Amount and/or Gross Release Amount standing to the credit of the Net Shortfall Ledger or the Vehicle Acquisition Ledger, respectively, and to be released therefrom in accordance with the Purchaser Administration Agreement, during the Revolving Period (ii) Defeasance Decrease Amounts and/or (iii) Defeasance Termination Amounts to the extent resulting from exercise by LPNL of its option to terminate Hire Purchase Agreements pursuant to Clause 7.1 (*Termination Option*) of the Master Hire Purchase Agreement;
- (c) upon and following termination of the Revolving Period only: (i) Principal Collections, (ii) Vehicle Realisation Proceeds, (iii) all amounts received pursuant to 8.1 (*Repurchase Option*) of the Master Hire Purchase Agreement after expiry of the Revolving Period, (iv) all proceeds of any LPNL Advance made pursuant to a breach of a Vehicle Warranty and/or (v) any amount to be released from the Guarantee Ledger to the Purchaser Transaction Ledger in accordance with the Purchaser Administration Agreement;
- (d) Defeasance Termination Amounts other than those referred to in paragraph (b) of the Purchaser Available Redemption Funds; and/or

- (e) any other amounts not listed above or as part of the Purchaser Available Income;

**"Purchaser Calculation Date"** means, the date falling 15 days after the final day of the preceding Vehicle Calculation Period or, if such date is not a Business Day, the first following Business Day thereafter, provided that (i) for the purpose of calculations to be made prior to the Initial Closing Date (if any), any references to the **"Purchaser Calculation Date"**, shall be to the day falling three Business Days prior to the Initial Closing Date, and (ii) the Purchaser Calculation Date falling in September 2008, shall be 25 September 2008;

**"Purchaser Calculation Period"** means, the period commencing on (and including) a Purchaser Payment Date and ending on (but excluding) the Purchaser Payment Date immediately succeeding such Purchaser Payment Date, except for the first Purchaser Calculation Period which shall commence on (and include) the Initial Closing Date and end on (but exclude) the Purchaser Payment Date falling in January 2007;

**"Purchaser Capital Account"** means the account in the name of the Purchaser held with ING with account number NL15 INGB 0657 5626 53 into which the Purchaser's paid-up share capital (*gestort aandelenkapitaal*) has been deposited and the Purchaser Profit Amount will be deposited;

**"Purchaser Covenants"** means the covenants as set out in Schedule 2 (*Purchaser Covenants*) to the Issuer Loan Agreement;

**"Purchaser Debtor"** means any counterparty of the Purchaser under any Transaction Document;

**"Purchaser Default"** means that one or more of the following events has occurred:

- (a) *Non-payment*: the Purchaser fails to pay any amount of principal or interest in respect of any Relevant Transaction Document within 7 Business Days of the due date for such payment;
- (b) *Breach of representations and warranties*: any Purchaser Warranty turns out to be untrue or incorrect when made or deemed to be made in any material respect and is not cured within 20 Business Days after the notification of such event by the Purchaser to the Trustees;
- (c) *Breach of other obligations*: the Purchaser defaults in the performance or observance of any of its other obligations under or in respect of the Relevant Transaction Documents or in respect of the Purchaser Covenants and such default (a) is, in the opinion of the Purchaser Trustee, incapable of remedy or (b) being a default which is, in the opinion of the Purchaser Trustee, capable of remedy, remains unremedied for 20 Business Days after the Purchaser Trustee has given written notice of such default to the Purchaser; or
- (d) *Insolvency Event*: an Insolvency Event occurs in relation to the Purchaser;

**"Purchaser Enforcement Event"** means any default (*verzuim*) in the proper performance of the Purchaser Secured Obligations provided that a Purchaser Enforcement Notice has been served;

**"Purchaser Enforcement Notice"** means a notice delivered by the Issuer (or the Purchaser Trustee on its behalf) to the Purchaser in accordance with Clause 8 (*Acceleration and Illegality*) of the Issuer Loan Agreement relating to a Purchaser Default;

**"Purchaser Enforcement Priority of Payments"** has the meaning ascribed thereto in Clause 5.4 (*Purchaser Enforcement Priority of Payments*) of the Purchaser Trust Deed;

**"Purchaser Expenses"** means any fees, expenses or other amounts or liabilities payable by the Purchaser to any Purchaser Operating Creditor plus any value added tax payable thereon;

**"Purchaser Holding"** means Stichting Holding LeasePlan Securitatie, a foundation (*stichting*) established under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and having its address at Fred. Roeskestraat 123, 1076 EE Amsterdam, The Netherlands and registered with the Chamber of Commerce in Amsterdam, The Netherlands under number 34261419;

**"Purchaser Income Priority of Payments"** has the meaning ascribed thereto in Clause 5.2 (*Purchaser Income Priority of Payments*) of the Purchaser Trust Deed;

**"Purchaser Ledgers"** means the Purchaser Transaction Ledger, the Vehicle Acquisition Ledger, the Maintenance Ledger, the Net Shortfall Ledger, the Guarantee Ledger and the Deposit Ledger;

**"Purchaser Operating Creditor"** means any of (1) the Purchaser Trustee, (2) any insolvency receiver of the Purchaser, (3) the Purchaser Administrator, (4) the managing directors of the Purchaser and the Defeaser, (5) the Purchaser's auditors, legal counsel and tax advisers, (6) any taxing authority having power and authority to tax the Purchaser, (7) the Defeaser in respect of any expenses incurred by it vis-à-vis third parties engaged on its behalf by its managing director, (8) the Purchaser Holding in respect of any expenses incurred by it vis-à-vis third parties engaged on its behalf by its managing director and (9) any other creditor (other than the Issuer, and LPNL and the Servicer) from time to time of the Purchaser which has been notified to the Purchaser Administrator in accordance with the terms of the Purchaser Administration Agreement;

**"Purchaser Parallel Debt"** means the amounts due and payable by the Purchaser to the Purchaser Trustee under Clause 2.1 (*Purchaser Parallel Debt*) of the Purchaser Trust Deed;

**"Purchaser Payment Date"** means each date falling 3 Business Days after a Purchaser Calculation Date, provided that (i) for the purpose of calculations to be made prior to the Initial Closing Date (if any), all references to the **"first following Purchaser Payment Date"** shall be construed as references to the Initial Closing Date, and (ii) the Purchaser Payment Date falling in September 2008, shall be 26 September 2008;

**"Purchaser Principal Liabilities"** means any amounts the Purchaser owes to the Purchaser Secured Creditors as and when the same fall due for payment and whether or not any such obligations have arisen as at the Initial Closing Date under or pursuant to the Transaction Documents, but excluding the Purchaser Parallel Debt;

**"Purchaser Priorities of Payments"** means the Purchaser Income Priority of Payments, the Purchaser Redemption Priority of Payments and Purchaser Enforcement Priority of Payments;

**"Purchaser Profit Amount"** means on each Purchaser Payment Date falling in January, €15,000;

**"Purchaser Redemption Priority of Payments"** has the meaning ascribed thereto in Clause 5.3 (*Purchaser Redemption Priority of Payments*) of the Purchaser Trust Deed;

**"Purchaser Rights"** means all receivables (*vorderingen op naam*) of the Purchaser against any Transaction Party;

**"Purchaser Rights Pledge"** means the rights pledge dated on the Initial Closing Date between the Purchaser and the Purchaser Trustee;

**"Purchaser Secured Creditors"** means, the Purchaser Trustee, the Issuer, LPNL, the Purchaser Administrator, the Defeaser, the Servicer, the Purchaser Account Bank, the managing directors of the Purchaser and all other creditors for whom the Purchaser Security is expressed to be granted in accordance with the Purchaser Trust Deed;

**"Purchaser Secured Obligations"** means all present and future obligations owed by the Purchaser to the Purchaser Trustee pursuant to the Purchaser Parallel Debt and, if and to the extent that at the time of the creation of the relevant right of pledge, or at any time thereafter, a Purchaser Principal Liability owed to the Purchaser Trustee cannot be validly secured through the Purchaser Parallel Debt, such Purchaser Principal Liability itself;

**"Purchaser Secured Property"** means the Purchaser Account Rights, the Purchaser Rights, the Relevant Vehicles and the Relevant Lease Receivables over which security is created pursuant to the Purchaser Security Documents;

**"Purchaser Security"** means the security which will be created pursuant to, and on the terms set out in, the Purchaser Trust Deed and the Purchaser Security Documents;

**"Purchaser Security Documents"** means each of the Purchaser Account Pledge, the Master Leases Pledge, the Purchaser Rights Pledge and the Master Vehicles Pledge;

**"Purchaser Transaction Ledger"** means the ledger of the Purchaser Account designated as such;

**"Purchaser Trust Deed"** means the purchaser trust deed entered into on or around the Initial Closing Date between the Purchaser and the Purchaser Trustee;

**"Purchaser Trustee"** means Stichting Trustee LeasePlan Securitatie, a foundation (*stichting*) incorporated under the laws of The Netherlands, having its corporate seat

(*statutaire zetel*) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 34261644 or such other person for the time being acting as the trustee under the Purchaser Trust Deed;

**"Purchaser Trustee's Director"** means Trust International Management (T.I.M.) B.V., a private company with limited liability (*een besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam and its registered address at Telestone 8, Naritaweg 165, 1043 BW Amsterdam, The Netherlands and being registered with the Chamber of Commerce in Amsterdam under number 33160097 and/or such other person(s) who may be appointed as director(s) (*bestuurder*) of the Purchaser Trustee from time to time;

**"Purchaser Warranties"** means the representations and warranties by the Purchaser set out in Schedule 1 (*Purchaser Warranties*) to the Issuer Loan Agreement;

**"Quarterly Note Interest"** means, in respect of a Note for any Notes Calculation Period the amount of interest determined in respect of such Note for such Notes Calculation Period by multiplying the Principal Amount Outstanding of such Note on the Notes Payment Date first following such Notes Calculation Date by the relevant Note Rate and multiplying the amount so calculated by the relevant Day Count Fraction and rounding the resultant figure to the nearest Minimum Amount;

**"Quotation Date"** means, in relation to any period for which an interest rate is to be determined under the Liquidity Facility Agreement, the day on which quotations would ordinarily be given by leading banks in the Euro zone interbank market for deposits in euro for delivery on the first day of that period and if, for any such period, quotations would ordinarily be given on more than one date, means the last of those dates;

**"Rating Agency Confirmation"** means a confirmation in writing by Fitch that the then current ratings of the Notes will not be adversely affected by or withdrawn as a result of the relevant event or matter;

**"Ratings Test"** means confirmation from Fitch that, in respect of any event or matter where such confirmation is required, the then current ratings of the Notes will not be adversely affected by the relevant event or matter;

**"Reasonable Prudent Lessor"** means LPNL and/or the Servicer, as applicable, acting in accordance with the standards of a reasonably prudent lessor leasing Vehicles to Lessees in The Netherlands in accordance with good industry practice;

**"Reasonable Prudent Owner"** means LPNL and/or the Servicer, as applicable, acting in accordance with the standards of a reasonably prudent owner of Vehicles in The Netherlands in accordance with good industry practice;

**"Receipholders"** means the persons who for the time being are holders of Receipts;

**"Receipts"** means the principal receipts related to the relevant class of Notes;

**"Redemption Addition"** means any Class A Redemption Addition, Class B Redemption Addition, Class C Redemption Addition or Class D Redemption Addition;

**"Reference Banks"** means, the principal Amsterdam office of four major banks selected by the Principal Paying Agent at the relevant time;

**"Reference Rate"** means, on any Notes Calculation Date, the rate determined by the Principal Paying Agent by reference to the Screen Rate on such date or if, on such date, the Screen Rate is unavailable:

- (i) the Rounded Arithmetic Mean of the offered quotations, as at or about 11:00 a.m. (Amsterdam time) on that date, of the Reference Banks to leading banks for euro deposits for the Relevant Period in the Amsterdam interbank market in the Representative Amount, determined by the Principal Paying Agent after request of the principal Amsterdam office of each of the Reference Banks; or
- (ii) if, on such date, two or three only of the Reference Banks provide such quotations the rate determined in accordance with paragraph (a) above on the basis of the quotations of those Reference Banks providing such quotations; or
- (iii) if, on such date, one only or none of the Reference Banks provide such a quotation, the Reserve Reference Rate;

**"Reg D Affiliate"** means affiliates as defined in Regulation D;

**"Regular Purchase Instalments"** means all Purchase Instalments other than the Final Purchase Instalment;

**"Regulation D"** means Rule 501(b) of Regulation D under the Securities Act;

**"Regulation S"** means Regulation S under the Securities Act;

**"Regulatory Direction"** means, in relation to any person, a direction or requirement of any Governmental Authority with whose directions or requirements such person is accustomed to comply;

**"Relevant Closing Date"** means (i) with respect to the Initial Notes the Initial Closing Date, and (ii) with respect to the Further Notes the Closing Date,

**"Relevant Date"** means, in respect of any payment in relation to the Notes, whichever is the later of:

- (i) the date on which the payment in question first becomes due; and
- (ii) if the full amount payable has not been received by the Principal Paying Agent or the Issuer Trustee on or prior to such date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with the Notices Condition;

**"Relevant Lease Receivables"** in respect of a Combined Vehicles Deed, means all Lease Receivables and Incidental Receivables associated to the Relevant Vehicles;

**"Relevant Lessee"** means a Lessee that is leasing one or more Purchased Vehicles as at the first following Purchaser Payment Date;

**"Relevant Margin"** means:

- (i) for the Class A Notes, 0.15%, per annum;
- (ii) for the Class B Notes, 0.25%, per annum;
- (iii) for the Class C Notes, 0.40%, per annum; and
- (iv) for the Class D Notes, 0.75%, per annum;

**"Relevant Party"** means the Arranger, the Notes Purchaser, each of their respective affiliates and each person who controls them (within the meaning of section 15 of the Securities Act or section 20 of the Exchange Act) and each of their respective directors, officers, employees and agents;

**"Relevant Period"** means, in relation to a Notes Calculation Date, the length in months of the related Notes Calculation Period;

**"Relevant Screen"** means a page of the Reuters service or of the Bloomberg service, or of any other medium for the electronic display of data as may be previously approved in writing by the Issuer Trustee and as has been notified to the Noteholders in accordance with the Notices Condition;

**"Relevant Transaction Document"** means in relation to the Transaction Documents and in respect of any party to any of the Transaction Documents, the Transaction Documents, as amended from time to time, to which such person is expressed to be a party together with the Transaction Documents that contain provisions that otherwise bind or confer rights upon such person;

**"Relevant Trustee"** means the Trustee which is party to the Relevant Transaction Document, it being understood that if neither the Issuer Trustee nor the Purchaser Trustee is party to the Relevant Transaction Document, the Purchaser Trustee shall be deemed to be the Relevant Trustee;

**"Relevant Vehicles"** in respect of a Combined Vehicles Deed, has the meaning ascribed thereto in such Combined Vehicles Deed;

**"Repeating LPNL Warranties"** means each of the representations and warranties made or deemed to be made pursuant to paragraph 1 (*Incorporation*) of Part A (*Corporate*) and paragraphs 1 (*Corporate Power*), 2 (*Authorisation*), 3 (*No Breach of Law or Contract*), 4 (*Valid and Binding Obligations*), and 6 (*LPNL Default*) of Part B (*Transaction Documents*) of Schedule 1 (*LPNL Warranties*) to the Issuer Loan Agreement;

**"Repeating Purchaser Warranties"** means each of the representations and warranties made or deemed to be made pursuant to paragraph 1 (*Incorporation*) of Part A (*Corporate*) and paragraphs 1 (*Corporate Power*), 2 (*Authorisation*), 4 (*No Breach of Law or Contract*), 5 (*Valid and Binding Obligations*), 6 (*Security*) and 12 (*Purchaser*)

*Default*) of Part B (*Transaction Documents*) of Schedule 1 (*Purchaser Warranties*) to the Issuer Loan Agreement;

**"Representative Amount"** means an amount that is representative for a single transaction in the relevant market at the relevant time;

**"Required Filings"** means in respect of (i) the Issuer the filing of the Programme Prospectus and the 2008 Dutch Prospectus with the Stock Exchange and the Financial Regulator and (ii) the Purchaser, each Leases Pledge to be offered to the Dutch tax authorities for registration and (iii) LPNL, each Leases Pledge, Vehicles Pledge and Assignment Deed to be offered to the Dutch tax authorities for registration;

**"Required Lessee Rating"** means a credit-rating of BB by Fitch or an equivalent credit rating based on Fitch approved mapping of internal ratings as assigned by an institution that has been approved by Fitch;

**"Required Paying Agent"** means any Paying Agent (which may be the Principal Paying Agent) which is the sole remaining Paying Agent with its Specified Office in any city where a stock exchange on which the Notes are listed requires there to be a Paying Agent;

**"Requirement of Law"** in respect of any person shall mean:

- (i) any law, treaty, rule, requirement or regulation;
- (ii) a notice by or an order of any court having jurisdiction;
- (iii) a mandatory requirement of any regulatory authority having jurisdiction; or
- (iv) a determination of an arbitrator or Governmental Authority,

in each case applicable to or binding upon that person or to which that person is subject or with which it is customary for it to comply;

**"Reserve Reference Rate"** means on any Notes Calculation Date:

- (i) the Rounded Arithmetic Mean of the rates quoted, as at or about 11:00 a.m. (local time in Amsterdam) on the Notes Calculation Date, by leading banks in any EU Member State, to leading banks in the interbank market in the relevant EU Member State, for euro loans for the Relevant Period in the Representative Amount, determined by the Principal Paying Agent after request of the principal office in the principal financial centre of the relevant EU Member State of each such leading bank; or
- (ii) if the Principal Paying Agent certifies that it cannot determine such Rounded Arithmetic Mean as aforesaid, the Reference Rate in effect for the Notes Calculation Period current on the relevant Notes Calculation Date;

**"Reserved Matter"** means any proposal:

- (i) to change any date fixed for payment of principal or interest in respect of the Notes of any class, to reduce the amount of principal or interest due on any date

in respect of the Notes of any class or to alter the method of calculating the amount of any payment in respect of the Notes of any class on redemption or maturity;

- (ii) to effect the exchange, conversion or substitution of the Notes of any class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;
- (iii) to change the currency in which amounts due in respect of the Notes are payable;
- (iv) to alter the priority of payment of interest or principal in respect of the Notes;
- (v) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or
- (vi) to amend this definition;

**"Residual Value Excess"** means the amount (if any) by which the Vehicle Realisation Proceeds of a Purchased Vehicle exceed the Book Value of such Purchased Vehicle as at the relevant Lease Termination Date;

**"Residual Value Shortfall"** means the amount (if any) by which the Vehicle Realisation Proceeds of a Purchased Vehicle fall short of the Book Value of such Purchased Vehicle as at the associated Lease Termination Date;

**"Revolving Period"** means the period starting on the Initial Closing Date and ending on the earlier of (i) the fifth anniversary of the Initial Closing Date and (ii) the date on which an Early Amortisation Event occurs and is continuing;

**"Rounded Arithmetic Mean"** means the arithmetic mean (rounded, if necessary, to the nearest 0.0001%, 0.00005% being rounded upwards);

**"Savings Directive"** means the European Council Directive of 3 June 2003 on taxation of savings income in the form of interest payments (2003/48/EC);

**"Screen"** means the display as quoted on the Reuters Screen EURIBOR01; or

- (i) such other page as may replace Reuters Screen EURIBOR01 on that service for the purpose of displaying such information; or
- (ii) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Issuer Trustee) as may replace such screen;

**"Screen Rate"** means, in relation to a Notes Calculation Date, the offered quotations for euro deposits for the Relevant Period (or, in the case of the First Notes Calculation Period, the linear interpolation of the offered quotations for one and two month euro deposits, rounded to five decimal places with the mid-point rounded up) in the

Amsterdam interbank market determined by reference to the Screen as at or about 11:00 a.m. (Amsterdam time) on that date;

"**Secured Creditors**" means the Issuer Secured Creditors or the Purchaser Secured Creditors, as the case may be;

"**Secured Property**" means the Issuer Secured Property or the Purchaser Secured Property, as the case may be;

"**Securities Act**" means the United States Securities Act of 1933 as amended from time to time;

"**Security**" means, the Issuer Security or the Purchaser Security, as the case may be;

"**Security Documents**" means the Issuer Security Documents or the Purchaser Security Documents, as the case may be;

"**Series Prospectus**" means any prospectus drafted in connection with the Programme to be read in conjunction with the Programme Prospectus;

"**Servicer**" means the Initial Servicer or any New Servicer, as the case may be;

"**Services**" has the meaning ascribed to such term in the Servicing Agreement;

"**Servicing Agreement**" means the Initial Servicing Agreement or any successor New Servicing Agreement, as the case may be;

"**Servicing Collection**" means such percentage of any Lease Collection as is set by the Servicer in accordance with the Servicing Agreement from time to time;

"**Servicing Fee**" means, on a Purchaser Calculation Date, a servicing fee equal to the sum of the Servicing Collections collected during the immediately preceding Vehicle Calculation Period;

"**Servicing Receivable**" means any Lease receivable which is not a Principal Receivable or an Interest Receivable;

"**Specified Office**" means, in relation to any Paying Agent, either the office identified with its name in the Conditions or any other office notified to any relevant parties pursuant to the Agency Agreement;

"**Stock Exchange**" means Irish Stock Exchange Limited;

"**Subordinated Interest Rate Swap Payments**" means in relation to the Interest Rate Swap Agreement, an amount equal to the amount of any termination payment due and payable to the relevant Interest Rate Swap Counterparty as a result of an event of default in respect of which the Interest Rate Swap Counterparty is the defaulting party or as the result of a downgrade in the credit rating of the Interest Rate Swap Counterparty;

"**Substituted Company**" has the meaning given to it in Clause 19.4 (*Waiver; Modification, Substitution of Principal Debtor*) of the Issuer Trust Deed;

"**Substituted Obligor**" means a single purpose company incorporated in any jurisdiction that meets the criteria established from time to time by Fitch for a special purpose company;

"**Supplier**" means the supplier from which LPNL acquired, or purports to acquire, the relevant Purchased Vehicle;

"**Talonholder**" means the holder of a Talon;

"**Talon**" and "**Talons**" means the talons for further Receipts and further Coupons attached to the Definitive Notes on issue;

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"**Tax**" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same, but excluding taxes on net income) imposed or levied by or on behalf of any Taxing Authority in The Netherlands and "**Taxes**", "**taxation**", "**taxable**" and comparable expressions shall be construed accordingly;

"**Tax Authority**" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world;

"**Tax-Call**" means the option of the Issuer to redeem the Notes pursuant to Condition 9.7 (*Optional Redemption - Tax Call*);

"**Tax Credit**" means a credit against any Tax or any relief or remission for Tax (or its repayment);

"**Tax Deduction**" means any deduction or withholding on account of Tax;

"**Tax Jurisdiction**" has the meaning ascribed to such term in Condition 12 (*Taxation*);

"**Tax Payment**" means the increase in a payment made by a Transaction Party under Clause 20.3 (*Tax Gross-up*) after Common Terms;

"**Temporary Global Note**" means any temporary global note representing any class of Notes in, or substantially in, the form set out in Schedule 1 (*Form of Temporary Global Note*) to the Issuer Trust Deed;

"**Transaction**" means any of the transactions contemplated by the Transaction Documents;

"**Transaction Documents**" means:

- (a) the Agency Agreement;
- (b) each Combined Vehicles Deed;

- (c) the Defeasance Covenant;
- (d) the Defeasance Facility Agreement;
- (e) the Guarantee;
- (f) the Interest Rate Swap Agreement;
- (g) the Issuer Account Agreement;
- (h) the Issuer Administration Agreement;
- (i) the Issuer Loan Agreement;
- (j) the Issuer Trust Deed;
- (k) the Liquidity Facility Agreement;
- (l) the LPNL Facility Agreement;
- (m) the Management Agreements;
- (n) the Master Hire Purchase Agreement;
- (o) the 2006 Note Purchase Agreement;
- (p) the 2008 Note Purchase Agreement;
- (q) the Purchaser Administration Agreement;
- (r) the Purchaser Account Agreement;
- (s) the Purchaser Trust Deed;
- (t) the Security Documents;
- (u) the Master Amendment Agreement
- (v) the Amendment and Restatement Agreement in relation to the Interest Rate Swap Agreement; and
- (w) the Servicing Agreement.

and any agreements entered into in connection therewith from time to time;

**"Transaction Party"** means any person who is a party to a Transaction Document and **"Transaction Parties"** means some or all of them;

**"Trust Deed"** means the Issuer Trust Deed or the Purchaser Trust Deed, as the case may be;

**"Trustee"** means the Issuer Trustee or the Purchaser Trustee, as the case may be;

**"United States person"** means persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source;

**"U.S. person"** has the meaning given to it by Regulation S under the Securities Act of 1933;

**"Used Vehicle"** means a Purchased Vehicle of which the registration date falls more than 1 month prior to the commencement of its associated Lease;

**"VAT"** and **"Value Added Tax"** means value added tax as levied in accordance with the Sixth Council Directive of 17 May 1977 on the harmonisation of the laws of Member States relating to turnover taxes (77/388/EEC) as implemented in the Member States of the European Union under their respective value added tax legislation and legislation supplemental thereto; and (b) any other tax of a similar fiscal nature (including but not limited to goods and services tax), whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or in any other jurisdiction;

**"Vehicle"** means a passenger vehicle (*personenauto*), delivery van or truck (*bestelauto*), forklift truck (*vorkheftruck*) or other object (*zaak*) designated by LPNL, together with any items of equipment attached to or forming part of any such object and comprising part of its Book Value, where the context so permits including the associated Lease Receivables and Incidental Receivables;

**"Vehicle Acquisition Ledger"** means the ledger of the Purchaser Account designated as such;

**"Vehicle Calculation Period"** means the period commencing on and including the first day of a calendar month, for the first time on the Portfolio Cut-Off Date and ending on (but excluding) the first day of the next calendar month;

**"Vehicle Realisation Proceeds"** means for any Purchased Vehicle: (A) if LPNL exercises its repurchase option pursuant to Clause 8.1 (*Repurchase Option*) of the Master Hire Purchase Agreement in respect of such Purchased Vehicle and pays the purchase price due pursuant thereto: an amount equal to such purchase price or (B) if LPNL does not so exercise its repurchase option or pay the purchase price due pursuant thereto: (i) the proceeds in relation to the disposal of a Vehicle following Lease Termination plus (ii) insurance payments, Lessee penalty payments and other proceeds, if any, received in respect of such Vehicle and substituting such Vehicle minus (iii) the direct costs made in connection with (i) and/or (ii);

**"Vehicle Warranties"** means the LPNL Warranties set out in Part C (*Vehicles*) of Schedule 1 (*LPNL Warranties*) to the Master Hire Purchase Agreement;

**"Vehicles Pledge"** means any vehicles pledge executed pursuant to the Master Vehicles Pledge and forming part of any Combined Vehicles Deed;

**"Vehicles Register"** means the register containing on a Lessee by Lessee basis, among other things:

- (i) reasonable details of each Purchased Vehicle and associated Lease;
- (ii) any payments received from the associated Lessee; and
- (iii) any payments made by the Purchaser in respect of the Servicing Fee;

"**voting certificate**" has the meaning ascribed to such term in Schedule 5 (*Provisions For Meetings of Noteholders*) to the Issuer Trust Deed; and

"**Written Resolution**" means a resolution in writing signed by or on behalf of all holders of Notes of the relevant class for the time being outstanding who for the time being are entitled to receive notice of a Meeting in accordance with the Provisions for the Meetings of Noteholders, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes.

## 2. **PRINCIPLES OF INTERPRETATION AND CONSTRUCTION**

### 2.1 Interpretation

Any reference in the Transaction Documents to:

a document being in an "**agreed form**" means that the form of the document in question has been agreed between the proposed parties thereto and that a copy thereof has been signed for the purposes of identification by or on behalf of the proposed parties thereto;

"**continuing**", in respect of an Issuer Default, shall be construed as a reference to an Issuer Default which has not been waived in accordance with the terms of the Conditions or, as the case may be, the Relevant Transaction Document and, in respect of an LPNL Default or a Purchaser Default, one which has not been remedied or waived in accordance with the terms of the Relevant Transaction Document;

"**holder**" means the bearer of a Note and the words "**holders**" and related expressions shall (where appropriate) be construed accordingly;

"**including**" or "**include**" shall be construed as a reference to "**including without limitation**" or "**include without limitation**", respectively;

"**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a "**law**" shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, bye-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;

a "**month**" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next succeeding calendar month except that:

- (a) if any such numerically corresponding day is not a Business Day, such period shall end on the immediately succeeding Business Day to occur in that next succeeding calendar month or, if none, it shall end on the immediately preceding Business Day; and

- (b) if there is no numerically corresponding day in that next succeeding calendar month, that period shall end on the last Business Day in that next succeeding calendar month,

and references to "*months*" shall be construed accordingly;

a "*person*" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

"*principal*" shall, where applicable, include premium;

"*repay*", "*redeem*" and "*pay*" shall each include both of the others and "*repaid*", "*repayable*" and "*repayment*", "*redeemed*", "*redeemable*" and "*redemption*" and "*paid*", "*payable*" and "*payment*" shall be construed accordingly;

any "*Transaction Party*" shall be construed so as to include its successors and transferees and any subsequent successors and transferees in accordance with their respective interests;

a "*subsidiary*" of any company incorporated in The Netherlands means a company which is a subsidiary of such company within the meaning of Article 2:24a of the Dutch Civil Code;

a "*successor*" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under the relevant Transaction Document or to which, under such laws, such rights and obligations have been transferred; and

a "*wholly-owned subsidiary*" of a company or corporation shall be construed as a reference to any company or corporation which has no other shareholders except that other company or corporation and that other company's or corporation's wholly-owned subsidiaries or persons acting on behalf of that other company or corporation or its wholly-owned subsidiaries.

## 2.2 Currency symbols

"**€**", "**EUR**" and "*euro*" means the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Communities.

## 2.3 Transaction Documents and other agreements

Any reference to the Programme Prospectus, the 2008 Dutch Prospectus, the 2006 Incorporated Terms Memorandum, any Transaction Document or any other agreement or document shall be construed as a reference to the Programme Prospectus, the 2008 Dutch Prospectus, the 2006 Incorporated Terms Memorandum, such Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, supplemented or replaced.

## 2.4 Statutes and Treaties

Any reference to a statute or treaty shall be construed as a reference to such statute or treaty as the same may have been, or may from time to time be, amended or, in the case of a statute, re-enacted.

## 2.5 Headings

Section, Part, Schedule, Paragraph and Clause headings are for ease of reference only.

## 2.6 Time

Any reference in any Transaction Document to a time of day shall, unless a contrary indication appears, be a reference to the time in the relevant place referred to in the definition of "Business Day".

## 2.7 Schedules

Any recital to, Schedule of, or Appendix to a Transaction Document forms part of such Transaction Document and shall have the same force and effect as if the provisions of such Schedule or Appendix were set out in the body of such Transaction Document. Any reference to a Transaction Document shall include any such recital, Schedule and Appendix.

## 2.8 Sections

Except as otherwise specified in a Transaction Document, reference in a Transaction Document to a:

2.8.1 "*Section*" shall be construed as a reference to a Section of such Transaction Document;

2.8.2 "*Part*" shall be construed as a reference to a Part of such Transaction Document;

2.8.3 "*Schedule*" shall be construed as a reference to a Schedule of such Transaction Document; and

2.8.4 "*Clause*" shall be construed as a reference to a Clause of a Part of such Transaction Document; and

2.8.5 "*Paragraph*" shall be construed as a reference to a Paragraph of a Schedule of such Transaction Document.

## 2.9 Number

In any Transaction Document, save where the context otherwise requires, words importing the singular number include the plural and *vice versa*.

## 2.10 Time of the Essence

Any date or period specified in any Transaction Document may be postponed or extended by mutual agreement between the parties, but as regards any date or period originally fixed or so postponed or extended, time shall be of the essence.

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